

Top Gun All-Stars Contract 2018-19 (Vets)

Name: _____ Age as of 08/31/2018: _____ DOB: _____

Address: _____

Insurance Carrier: _____ Policy Number: _____

Head of Household: _____ Employer: _____

Home: _____ Mobile: _____ Work: _____

Spouse: _____ Employer: _____

Home: _____ Mobile: _____ Work: _____

Shirt: _____ Shorts: _____ Sports Bra: _____ Jacket: _____ Pants: _____ Parents T: _____

Medical Recommendation:

It is strongly recommended by Top Gun Cheerleading Academy that you consult your physician before beginning the tumbling, cheerleading and dance program.

Moving Policy:

Top Gun Cheerleading Academy will allow members that move their permanent residence a greater distance of 100 miles from Top Gun to be free from their obligation and no longer be a member of the Top Gun program. Proof is required, such as an electricity deposit receipt, ECT. (\$250.00 penalty)

Layoff Policy:

Top Gun will allow the buyer (head of household) to terminate the membership contract should the main source of income (head of household) be laid off from their place of employment for more than an 8 week period. (Written proof from employer must be presented to the Director of Top Gun Cheerleading Academy.)

Disability:

It is expressly understood and agreed by the member that his or her inability to use the facility due to physical disability or otherwise shall in no way relieve him or her of their obligation to make payment under the membership contract. The director can and will take into consideration a member's inability to participate in the exercises at Top Gun Cheerleading Academy due to a sudden unforeseen unusual or extreme physical disability after proof provided by parent from a physician.

Travel Consent& Photo Consent:

I authorize the Top Gun staff my permission to transport my child in the event of my absence. I also agree to hold harmless Top Gun and its staff, the facility and/or any other competition/exhibition facility for any illness or injury as a result of my child's participation in any Top Gun Cheerleading Academy event or transportation to or from any such event. I furthermore authorize TOP Gun to use my child's image in any advertising, website or other publication.

Signature of Parent or Legal Guardian

Release:

It is agreed that all activities by _____ (name) shall be undertaken by me at my sole risk and that Top Gun Cheerleading Academy shall not be liable to me for any claims, demands, injuries, damages, actions or causes of action whatsoever, to my person or property arising out of or connected with the use by me of the service and facilities of Top Gun Cheerleading Academy or the premises where the same are located and I do hereby expressly and forever release and discharge the said Top Gun Cheerleading Academy from all such claims, demands, injuries, damages, action, and from all acts of passive or active negligence on the part of Top Gun Cheerleading Academy, its servants, agents or employees during parades, competitions, or practices.

Signature of Parent or Legal Guardian

(A) In addition to any other remedies provided by law, in the event that Top Gun Cheerleading Academy ceases operation and fails to offer you (the buyer) an alternate location (15) miles, with no additional cost to you, then no further payments shall be due to anyone including any purchaser of any note associated with or contained in this contract.

(B) This contract contains payments including but not limited to, enrollment fees, membership fees, or any other direct payments to Top Gun Cheerleading Academy, other than full payment for Top Gun's agreement or monthly installment payments with any down payment (unless exempt as provided by law) limited to thirty (30%) percent of the total cost of the agreement. Should you (the Buyer) choose to pay this agreement in full, be aware that you are paying for future services and may be risking the loss of your money in the event that Top Gun ceases to conduct business.

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Top Gun will offer two options of payment: (1) Full Payment upon entering into the Top Gun Cheerleading Academy agreement: or (2) monthly installation spread out over the term of agreement with any down payment (unless exempt as provided by law) limited to thirty (30%) percent of the total cost of the agreement.

Promissory Note: This note has been executed this _____ day of _____, _____

Type of Credit /Debit card: _____ Name on Card: _____

Credit Card Number: _____ Expiration Date: _____

Head of Household: _____ **Spouse:** _____

Witness: _____

Terms of Payment: Buyer assumes full responsibility for attorney fees and court costs should collection of membership dues be necessitated through legal action. The above payment information will be made UNLESS the buyer has submitted payment PRIOR to 1st of the month. Any Fees paid after the first of the month the buyer will be assessed a late fee of \$10.00 and payment will be automatically drafted from your credit/debit card or checking account. Buyer understands and agrees that the balance due to Top Gun pursuant to this agreement is **\$2126.00 dollars.** _____ (Initial)

Membership Fee, Uniform & Competition, USASF membership Fee	\$926.00
Choreography Fee, Music	

<i>Monthly Tuition</i>	<i>\$1200.00</i>
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<i>Total</i>	<i>\$2126.00</i>
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<i>Monthly Charge</i>	<i>\$192.60</i>
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I further more authorize Top Gun to debit my credit/debit card or checking account for:

- 10 Consecutive installments of **\$92.60** each for monthly tuition, commencing on the 15th day of May **and on the same day of each succeeding month until paid in full.**

This price is due and payable immediately upon execution of this agreement unless otherwise expressly stipulated in writing by Top Gun. In the event that periodical payments are allowed to be made, they shall be promptly made when due and when become delinquent for more than 10 days, then at the discretion of Top Gun Cheerleading Academy the entire amount, with interest as accrued provide herein, shall be due and payable.

BUYER RIGHT TO CANCEL

YOU (THE BUYER) MAY CANCEL THIS AGREEMENT BY SENDING NOTICE OF YOUR WISH TO CANCEL TO TOP GUN CHEERLEADING ACADEMY BEFORE MIDNIGHT ON THE THIRD DAY EXCLUDING (SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS) AFTER THE DAY SIGNED THE AGREEMENT. THIS NOTICE MUST BE SENT BY REGISTERED MAIL TO THE FOLLOWING ADDRESS: TOP GUN P.O. BOX 707 CHURCH HILL, TN 37642. WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE NOTICE OF CANCELLATION, TOP GUN WILL RETURN ANY PAYMENTS MADE AND ANY NOTE EXECUTED BY YOU IN CONNECTION WITH THE AGREEMENT. Membership in non-propriety, nonvoting, nonrefundable for any reason what so ever. I do hereby accept and agree to abide by the rules and regulations and acknowledge receipt of a copy of same, which are in condition to my membership.

X _____
Signature of Head of Household

Date

X _____
Signature of Spouse

Date