

Notice of Consumer Rights for Bond Exempt Businesses & Important General Business Policies

1. Our business' registration number with the State's Consumer Protection Division is E3527
2. We are not required to carry a performance bond under the Maryland Health Club Services law because we do not accept more than three month's payment in advance or charge initiation fees over \$200.
3. If the Baltimore Martial Arts Academy is closed for a month or more, you are entitled to your choice of either an extension of the contract or a prorated refund. If the closing is not the fault of the business, we are entitled to choose.
- 4. You have the right to cancel this contract completely within three business days after the receipt of a copy of this agreement. **Cancellations incur a \$30 'Cancellation Fee'**. Cancellation must be in writing, & delivered in person or by certified or registered mail. If you cancel, within the 3 day period, you are entitled to a full refund of all paid for tuition excluding any merchandise that was purchased & the \$30 cancellation fee. Any cancellations and/or cancellation\ requests made after three days from the date that you enrolled require an in-person exit interview with a manager or authorized staff member at our academy. **Phone communication with staff members, non-replied emails, SMS &/or voicemail messages are not acceptable means of communication for membership cancellation purposes.** A \$50 fee will be assessed for any returned charges or stop payments.
5. If you become disabled for at least 3 months during the membership term and the disability is confirmed in writing by a licensed physician, you are entitled to an extension of the contract. Since we are exempt from the bonding requirement, we cannot collect payments during a member's disability extension so that we are not holding more than three month's payment in advance.
6. If your account becomes delinquent or deemed &/or to be deemed uncollectable despite a reasonable attempt by BMAA &/or our billing company, (e.g. Member Solutions) or if you declare your intent not to pay your membership dues or honor your membership agreement - your account may be deferred to a collection agency. This could have an adverse effect on your credit. If your account is turned over to a collection agency BMAA nor our billing company will have any control over your account & all correspondences regarding your account will be between you and the collection agency.
- 7. **Should our business become closed due to Covid, you have the right to choose from three options regarding your membership payments. Option 1) Continue to make payments & receive time credit on the back end of your membership; 2) Continue to make payments as a donation to the school without monetary or time credit.; 3) Freeze membership & payments will not resume until we re-open. The email that we have on file for you will be sent t with these options that requires a response from you. If we do not receive an email response from you, it is your responsibility to contact us or our billing company and inform them of your preferred option. In the case you do not send a reply your preference will automatically be assumed as Option 2 – donation. No monetary refunds will be granted should you fail to reply.**
8. Downgrades (e.g. 2 days to one day) &/or other adjustments will not be granted unless expressly consented by the owner. In such cases where adjustments are granted, notification must be given at least 30 days prior before any changes go into effect. Email: BaltimoreMartialArts@yahoo.com
9. Freezes – BMAA nor our billing company will not freeze or suspend your account unless it is pre-planned, discussed & signed off by a consultant at the time of your enrollment or if you have a valid medical excuse that is verified by a physician. If or when such freezes are granted there is a three month maximum allowed and there is a \$5/week fee that is automatically deducted during the freeze period.
- 10. **Member agrees to pay his or her membership dues whether they attend classes or not.** Any appeals, requests, or absence notifications can and must be made in writing or sent via email and delivered to the owner at least 30 days in advance before any changes go into effect. A written and initialed receipt will be issued as proof of any delivered notifications. Only documents with a signed proof of receipt will be considered towards any actions or decisions made by Baltimore Martial Arts concerning a customer's account. In some cases, email correspondence may suffice as a secondary means of communication between the customer and Baltimore Martial Arts however the customer realizes that email communication is not full proof and does not constitute a 100 percent guarantee that one or both parties messages are being conveyed. Unless the customer receives a verified reply from the owner of Baltimore Martial Arts, he or she should assume that their email correspondence was not received and should proceed to our office and obtain a verified receipt of correspondence. Email: BaltimoreMartialArts@yahoo.com
11. Absolutely no monetary refunds will be given for missed classes and it is at the owner's discretion whether or not to award a time extension to the contract. No contract or payment freezes will be granted unless arranged ahead of time during the enrollment process. When such arrangements are made, the customer agrees to continue making timely tuition payments and in return will receive the corresponding time credit extended to the end of their membership agreement.
12. **Cancellation Policy** – Any cancellations and/or cancellation\ requests made after three days from the date that you enrolled require an in-person exit interview with a manger or authorized staff member at our academy. Customer is responsible for \$30 cancellation fee. BMAA reserves the right to cancel any contract at any time.
- 13. I understand that my membership is a contractual agreement between Baltimore Martial Arts & any third party billing/ finance companies (e.g. Member Solutions, Benefits &/or FinFi) that Baltimore Martial Arts uses. I understand that enrolling and/or applying to enroll at BMAA could incur a credit check that could show up on my credit report. I understand that failure or refusal to pay my tuition could adversely affect my credit and that Baltimore Martial Arts is in no way liable for this. Cancellations and/or closures of your credit account can take up to 30-60 days to express on your credit report (e.g. Equifax, Experian etc.).
- 14. **I have read the attached agreement and have had it fully explained to me by a staff member. I also understand the term renewal option.**

This notice is an integral part of the application and contract for membership

Member or Guardian's Signature: _____

Date: _____