

Monthly Continuous Membership Agreement



MEMBERSHIP AGREEMENT

Membership Fees:

For a complete description of membership fees and services included with each type of membership, see ywinnipeg.ca/membership.

Payments:

I agree that the Young Men's and Young Women's Christian Association of Winnipeg Incorporated (the "YMCA-YWCA") reserves the right to change its pricing from time to time. In the event the amount of any pre-authorized charge changes, with the exception of a reduction in the amount due to a change in the tax rate, the YMCA-YWCA will notify me at least fifteen (15) days in advance of the change by sending an email to the email address I have registered for my membership account. If I wish to cancel my membership and reject the price change, I may cancel my membership in accordance with the instructions below under the heading "Statement of Cancellation – Buyer's Right to Cancel", no later than thirty (30) days after the implemented price change and will be refunded for the increased price portion, if any. If I do not cancel my membership after the price change takes effect, my membership will continue at the new pricing in effect, without any additional action by me.

I acknowledge that the first payment following my birthday may also result in the amount of a pre-authorized charge to change due to age-based pricing. A description of membership fees and age-based pricing of each membership can be found at ywinnipeg.ca/membership.

I have read and understood the Membership Agreement and Policies as indicated on this document and accept the terms and conditions for myself and the persons named on this application, as applicable. I authorize the YMCA-YWCA, and the financial institution designated to begin deductions as per my instructions for regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my YMCA-YWCA Membership account(s). The initial payment is due on the start date of the membership. Regular payments for the full amount of services will be debited monthly from my specified account in advance, beginning after my initial payment on the start date of the membership (or the next business day). Any membership renews on a monthly basis until cancelled in accordance with this Membership Agreement. By purchasing a membership, I acknowledge that my membership has a recurring payment feature and I accept all recurring payment obligations prior to cancellation.

This authority is to remain in effect until the YMCA-YWCA has received written notification from me of its change or termination in accordance with the instructions below.

If paying by electronic funds transfer, I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit www.cdnpay.ca.

Statement of Cancellation - Buyer's Right to Cancel:

I may cancel this contract at any time. I do not need a reason to cancel.

To cancel, I must give written notice of cancellation at least seven (7) days before the next debit is scheduled by a method that will allow me to prove that I gave notice, including registered mail, fax, email or personal delivery at any of the addresses listed below. I understand that if I cancel, I can use my membership until the account cancels at the end of my then current billing period, or subsequent billing period in the event that less than seven (7) days notice prior to next debit was provided by me as required in this paragraph. If there is a hold on my account at the effective date of my notice of cancellation, the account will close immediately when I cancel. Payments are non-refundable and YMCA-YWCA does not provide refunds or credits for any partial membership periods following notice of cancellation.

Returned Payments: A service charge will apply to returned payments and membership privileges will be suspended until the account is paid in full. The YMCA-YWCA reserves the right to cancel memberships with outstanding payments more than 30 days old.

Payment Errors and Disputes:

Ongoing and one-time payments will be processed via the payment method(s) provided to the YMCA-YWCA. I am responsible for carefully checking the statements of those payment method(s) and advising the YMCA-YWCA of any errors within 90 days after the transaction date. If I do not, the transaction will be considered final and authorized (except for improper credits) and I may no longer make, and hereby waive any right to make, a claim against the YMCA-YWCA in respect of the item(s) after such 90 day period.

I have carefully read, fully understand, and freely and voluntarily accept the terms above. I understand that it is my responsibility to read and understand the Conditions of Use in the form attached as a condition to obtaining this membership.

YMCA-YWCA of Winnipeg Membership Centres
Downtown Branch
301 Vaughan Street Winnipeg, MB R3B 2N7
ph. 204-947-3044 dtmembership@ymanitoba.ca

South Branch
5 Fermor Avenue Winnipeg, MB R2M 0Y1
ph. 204-233-3476 symembership@ymanitoba.ca

Elmwood-Kildonan Branch
454 Kimberly Avenue Winnipeg, MB R2K 0X8
ph. 204-668-8140 ekmembership@ymanitoba.ca

West Portage Branch
3550 Portage Avenue Winnipeg, MB R3K 0Z8
ph. 204-889-8052 wpmembership@ymanitoba.ca