



ANNUAL FLAT RATE AGREEMENT January 01, 2012 – December 31, 2012

Flat Rate Agreement made this _____ day of _____, **2012** between **The Pond, Inc.** (hereinafter referred to as “**Owner**” and _____, (herein after referred to as “**Skater**”). The term of this Agreement and “Skater’s” obligation to pay the full Flat Rate Plan fee, hereunder shall commence on the **1st** day of **January 1, 2012**, upon the start day of Annual Freestyle Sessions. The term of this agreement shall end on **December 31, 2012** as said term "Agreement Months".

Skater agrees to pay to “Owner” at the office of:

(PLEASE MAKE ALL CHECKS PAYABLE TO)

C/O The Pond, Inc.

101 John F. Campbell Drive

Newark, Delaware 19711

All flat rate plans must use a ‘cc’ for payment or attach a post dated check for each payment.

Without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum fee. The Flat Rate Plan # _____ shall be paid in three payments. First payment due **upon** signing of this Agreement, remaining payments due on or before dates specified below. Payments made after the specified due date will result in a **6%** late charge on any outstanding funds. There is no pro-ration of rates beyond the rates listed below. There is no pro-ration of rates beyond the rates listed below. All contracts are final and cannot be canceled _____. Once contract is signed the “Skater” is responsible for all payments, and force charge of ‘cc’ will be done if contract is vacated, and at that point contract will be come due, paid in full_____.

Annual Flat Rate Plans

	Plan #1 10 Sessions weekly M- F	Plan #2 15 Sessions weekly M- F	Plan #3 Unlimited
Due Upon Signing	\$210	\$240	\$310
Due: Jan 01, 2012	\$210	\$240	\$310
Due: Feb 01, 2012	\$210	\$240	\$310
Due: Mar 01, 2012	\$210	\$240	\$310
Due: Apr 01, 2012	\$210	\$240	\$310
Due: May 01, 2012	\$210	\$240	\$310
Due: Jun 01, 2012	\$210	\$240	\$310
Due: Jul 01, 2012	\$210	\$240	\$310
Due: Aug 01, 2012	\$210	\$240	\$310
Due: Sep 01, 2012	\$210	\$240	\$310
Due: Oct 01, 2012	\$210	\$240	\$310
Due: Nov 01, 2012	\$210	\$240	\$310
Due: Dec 01, 2012	\$210	\$240	\$310
	\$2,520	\$2,880	\$3,720

I fully understand that the Flat Rate Plan is a **reservation** of **discounted** ice sessions and to receive the discounted rate **NO weeks can be omitted** from my Flat Rate Plan. The discounted ice sessions entitle the skater to the following:

All Flat Rate Plans allow the # of ice sessions allotted per **Plan**, five (5) days a week.

Sunday Freestyle Sessions are free for Plan #3 skaters

Home Club _____ Coach(s) _____

Test Level _____

USFSA# _____

The Pond Inc., Ice Arena and Performance Center reserve the right to shut down the ice arena for maintenance, test sessions and special events and no refund given. Flat rate does not allow special packages, substitutions or make-ups. **NO REFUNDS will be issued for missed ice time.*

Past Due Payments:

If a "Skater" shall fail to pay, on specified date due an interest rate of six percent (6%) per month for delinquent payments will be charged after five (5) days from the date of payment due. If delinquent payments are not finalized after the five (5) day grace period, the skater will loose privileges of The Pond Inc..

Refund Policy:

The Pond, Inc. will issue refunds for the Flat Rate Plan, **only**, in the event of **serious** medical illness or condition. The "Skater" **must** submit written **proof** from a Specialized Physician; diagnosing the serious medical illness or condition, noting the exact day of illness or condition, the determined recuperation time and/or when the "Skater" may resume skating. This proof must be attached to a written letter of request and received within five (5) days of the first (1st) day of his or hers said illness or condition. Refunds will only be considered for **complete** loss of session time of four or more consecutive weeks. Refunds are calculated at **75%** of the Flat Rate Fee for the missed time. The remaining **25%** will remain currently due. This contract is binding and cannot be canceled until paid in full.

**The Flat Rate Plan is not in conjunction with any other "Pond" program therefore The Pond, Inc. prohibits any refunds towards any prior purchases made at The Pond Ice Arena.*

Liability Waiver and Hold Harmless Agreement:

In consideration of the privileges of using "**The Pond, Inc.**" Ice Arena and understanding that there are inherent risks in connection with this activity; I hereby assume these risks for myself and individuals skating on the dates and times noted in this agreement. I waive any possible claim at may arise against BSBB Ice LLC/The Pond, Inc. and its employees for any damages or injuries sustained in the course of the activity and I agree to indemnify and save harmless and not to assert a claim against or sue BSBB Ice LLC/The Pond, Inc. and its employees for any such damages or injuries or for any and all other claims, which may arise in connection with my (our) use of the facilities, or travel to and from these facilities.

Credit Card Authorization: All flat rate plans must use a 'cc' for payment or attach a post dated check.

I, hereby authorize The Pond Inc. to charge my credit card for the Flat Rate Plan # _____ upon the signing of this agreement and again on the 1st of each month beginning January 2012 and final payment ending on December 2012 . _____ (parent initials)

(Please Circle One) Master Card Visa American Express Discover

Credit Card # _____ Expires: _____

Cardholder Name: _____ Billing Zip Code: _____
(Please Print)

Signature: _____

THE POND, INC.
EMERGENCY TREATMENT RELEASE FORM

I, _____, hereby authorize any physician and/or any member of the medical staff of any hospital or emergency treatment center to render medical treatment*, which in his or her judgment may be deemed necessary in the care of: ("Skater" and/or parents are responsible for any and all medical expenses incurred.)

Skater's Name _____ SS# _____ Date of Birth _____

Billing Name _____ Phone _____

Billing Address (Street) _____

City _____ State _____ Zip _____

Physician Name _____ Physician Phone _____

Allergies _____

Medicines currently taking _____

Outstanding medical history _____

Insurance Company _____

Policy number and name of subscriber _____

I, hereby, attest that to the best of my knowledge, the information I have provided on this Flat Rate Agreement is true, correct and complete.

Skaters Signature: _____ Date: _____

Parent's Signature: (Skater under 18) _____ Date: _____