

Gehring Park Recreation Club, Inc.

1790 Lynwood Drive
Concord, CA 94519

Established in 1956, Gehring Park is a private recreation club which provides a relaxing, fun space for families, friends, and neighbors to come together as a community to swim, play, grill, and grow.

Gehring Park Recreation Club is one entity made up of three support networks. The Recreation Club is governed by a seven member Pool Board which maintains the pools and grounds and oversees and coexists with the committees / representatives of the Gehring Park Garden and the Gehring Park Gators Swim Team, respectively.

Gehring Park Recreation Club is a non-profit corporation, which is entirely operated by and relies on the volunteered service and contributions of all its members. Gehring Park's spirit of volunteering and hard work will always be indispensable in ensuring the continued success of the Garden, the Gators, and the membership of the club.

MEMBERSHIP AGREEMENT

The undersigned (hereinafter, the "MEMBER") hereby makes this agreement with Gehring Park Recreation Club, Inc. (hereafter, the "CLUB") as follows:

1. MEMBERSHIP FEE.

A one-time Membership Fee of \$300.00 is applied to the Capital Fund of the club.

2. ASSESSMENTS.

- a. The MEMBER agrees to pay any and all assessments that the Board of Directors may reasonably impose on the MEMBERSHIP from time to time, including:
- b. The MEMBER agrees to pay the CLUB an assessment (to be set by the Board of Directors) if unable to attend the bi-annual work party.
 - i. The **\$100 annual work fee**, can be replaced by \$75 donations (TP, paper towels, soap, snacks, bottled water) to the gate shack with proof of receipt to be emailed to gerhringerpark.communications@gmail.com, or volunteer 3 hours verified by at least one board member.

3. Annual DUES.

- a. The MEMBER agrees to pay the CLUB yearly dues of \$575.00, payable from January through July - in 1 lump sum (preferred) or spread in equal payments (every other month starting in January).
- b. If dues of the membership are increased, the MEMBER agrees to increase such contribution by the amount so designated by the Board of Directors, but not more than once per season and without advance notice.
- c. **Electronic Funds Transfer (EFT)**- EFT is a direct payment through your local bank. It is an easy way for you to pay for your monthly Membership dues and saves you time and money. The EFT transaction will occur on or around the 2nd of each month. You will see the payment itemized on your monthly bank or credit card statement. If you do not see a payment contact the bookkeeper at gehringerpark.bookkeeper@gmail.com immediately. By signing the EFT form you understand and agree to the following TERMS AND CONDITIONS for EFT services:

- i. You are subject to a charge of \$35.00 for all payments returned from your bank or credit card, as well as payments made by check.
- ii. Any change in your EFT information (new account or credit card) must be submitted a minimum of 30 days prior to the change occurring.
- iii. **Cancellation of EFT DOES NOT automatically cancel your membership. Depending on your membership contract terms, a membership cancellation requires a separate 30 DAY WRITTEN NOTICE OF CANCELLATION. You are responsible for any fees incurred during that 30 day notice.**

4. MEMBERSHIP PRIVILEGES.

Membership privileges and obligations shall accrue to the MEMBER and to any member of his/her **family residing with the MEMBER in the same household**. So long as the MEMBER faithfully and promptly pays all fees, assessments and dues, this membership confers the following right and obligations:

1. The MEMBER is entitled to vote in the annual election of the Board of Directors.
2. The MEMBER along with any guests of such MEMBER, agree to abide by the Membership Agreement, Rules and Regulations, and any other relevant documents of the Club, (collectively, the "Rules"), as amended from time to time.
3. Gehringer Park operating dates and hours
 - a. The pools are open for our usual swim season in April, and closes at the end of September.
 - i. Pool Hours – every day at 6:00am-9:00pm during the open season. Pool is closed for use during swim team practice, and occasional swim meets.
 - b. During usual swim season, lifeguards are scheduled to begin working Memorial Day each year, weekends only (typically 2:00pm -6:00pm). Once school is out (typically middle of June) they are available almost every day (typically 2:00pm - 6:00pm) through Labor Day or when school returns.
 - c. During Members Only Family Swim (non-lifeguard hours) – members are in charge of themselves and their children while swimming and on the grounds. The front door should be kept closed and locked during this time – please do not prop the door open.
 - d. The park is open for recreation year-round, but all minors must be supervised by an adult outside of active swim season.
 - i. Members who are age 15 and older are allowed at the CLUB during active swim season without a supervising adult, but not allowed to bring guests.
 - e. Swim Team
 - i. Swim Team Practice begins in April in the evenings Monday through Friday from approximately 4:00pm – 6:30pm.

ii. Once school is out in June – practice switches to mornings from 7:45am – Noon Monday through Friday continuing through mid-August. The lap pool will be full except for one lane to use by non-swim team members. All other pools are available for use. (this could change slightly, typically no more than an hour difference.)

iii. The CLUB typically follows the MDUSD academic calendar. iv. Swim meets are typically held on Wednesday evenings and Saturday mornings. The property is closed to non-swim team members during meets. Members will be provided notification of swim meet dates and property closure in advance.

4. Guests –

- a. Any non-member must be accompanied by a current adult member and are only allowed during available lifeguard hours (typically 2:00pm – 6:00pm)
- b. Guest Fee is \$5 per guest – swimming or not
- c. It is recommended to purchase a Guest Pass card (10 passes for \$50)
- d. MEMBER is responsible for any of their guests behavior or violations of the Membership Agreement and could jeopardize status of club membership

5. Parties –

- a. any group of 10 or more non-members is considered a party (swimming or not). Parties must be scheduled during Lifeguard hours. If you wish to have a party outside of the lifeguard hours, contact the CLUB, so we can look into hiring Lifeguards and charging appropriately for your party.
- b. There is a party fee, and parties must be booked in advance by contacting gehringerpark.communications@gmail.com

6. **NEVER ALLOWED – dogs, smoking, glass bottles, are not allowed at the facility.**

7. Please help enforce rules if you see running, diving, horseplay, etc.

8. Maintaining the GPRC grounds

- a. Please do your part at the club, pick up trash if you see it, empty garbage into dumpster, if it's full there are garbage bags in the cupboard by the gate shack.
- b. Lost & Found items will be routinely discarded or donated throughout the season.

The CLUB is not responsible for holding lost & found items.

5. TERMINATION POLICY.

- a. Members deciding to terminate their MEMBERSHIP at Gehringer Park must provide a written notice to Gehringer Park Recreation Club via electronic mail at: gehringerpark.bookkeeper@gmail.com PRIOR to the end of MEMBERSHIP, including date of termination; otherwise dues will continue to accrue. Any monies owed from the time of notice to the actual cancellation date will be accrued and due and payable immediately.
- b. Have all dues paid/current through the last day of membership, as stated in the “written notice.”
- c. Return assigned key(s) to 1790 Lynwood Drive, Concord, CA 94519.

- d. In the event that the MEMBER fails to pay promptly all fees, dues, and assessments fixed by the Board of the Directors or violates any of the Rules or any section of this Membership Agreement, the Board of Directors may expel such Member from the Club or impose such lesser sanctions as the Board of Directors may choose. By following this policy, reinstatement **may** be possible, ***upon Board approval***. Other conditions (such as length of time away, etc.) and fees may apply; and again **all considerations for reinstatement are subject to Board review and approval**. By simply letting your membership go (without following the above), you could go into a delinquent status, leaving you with a bill still due. Should you want to rejoin at a later date, you will need to pay any past dues or annual work fee, etc.

6. MISCELLANEOUS.

- a. The membership is not transferable.
- b. The MEMBER promises to return to the Club immediately on demand any key provided them by the Club.
- c. Members are strongly encouraged to join the Gehringer Park Recreation Club Facebook page as many club announcements and events are posted there.
- d. **All board positions and committee positions are non-paid. All these members are volunteers – please respect that they have day jobs and are working very hard to keep Gehringer the best community pool in Concord. Please help, join committees and be a part of a great community!**
- e. This agreement contains the entire contract of membership, and there are no other representations or promises which induced the member to join.

MEMBER INFORMATION SHEET

Family Name: _____ Date: _____ Key # _____

Address: _____
(street, city, state, & zip code)

Primary Phone: _____

Secondary Phone: _____

Email: _____

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Family members living at home:

Name: _____	Birthdate: _____
Name: _____	Birthdate: _____
Name: _____	Birthdate: _____
Name: _____	Birthdate: _____
Name: _____	Birthdate: _____
Name: _____	Birthdate: _____
Name: _____	Birthdate: _____

Membership only includes individuals living at the same address.

Children, siblings, parents who have moved out of the household are no longer under your membership.

Medical Release:

In the event that emergency treatment is needed, I hereby give my permission to Gehringer Park Recreation Club staff to contact 911 and for the attending physician to render any and all care and treatment as needed. Further I hereby authorize the physician to order any and all tests, x-rays, operations and hospitalization as he sees fit. This statement shall take the place of any permission authorization usually required in the treatment of minor children and shall remain in effect until revoked in writing. Members are responsible for all medical costs incurred due to an emergency.

Signature _____ Date _____

Signature _____ Date _____

In the event of an emergency please notify:

Name _____ Phone # _____

Relationship _____

Name _____

Phone # _____ Relationship _____

Bank Transfer Authorization Form

I authorize Gehring Park Recreation Club, Inc. ("Gehring Park" hereafter) to electronically debit my bank account according to the terms outlined below. I also authorize this bank transfer to include the one-time Membership Fee if applicable, and any Assessment Fees imposed by the Board of Directors as outlined in the Membership Agreement. I acknowledge that electronic debits against my account must comply with United States law.

Terms of billing:

- One-time payment of \$300 for Membership fees, and payment in full for annual dues of \$575 (total of \$875) to cover the entire current year's membership. In addition, if work fee requirements are not met annually prior to November 1st, \$100 will be charged via EFT.

Please choose payment option for future seasons (Select One):

- One-time payment on/or around February 2nd for the annual amount of current membership dues.
- On or around January 2nd , March 2nd , May 2nd , and July 2nd ; four equal payments of current membership dues

Customer bank account information:

Routing number

Account number

Account type: Checking Savings Consumer Business

This payment authorization is to remain in effect until I, _____, notify
Member name

Gehring Park of its cancellation by giving written notice in enough time for the business and receiving financial institutions to have a reasonable opportunity to act on it.

Signature:

Date