

407 Sports LLC
407BASKETBALL MEMBERSHIP AGREEMENT / TERMS AND CONDITIONS
Effective Date: July 2025

1. INTRODUCTION AND ACCEPTANCE OF TERMS

This Membership Agreement ("Agreement") is entered into by and between the individual enrolling in a membership program ("Member") and 407 Sports LLC dba 407Basketball, a Florida limited liability company ("407Basketball," "we," "us," or "our"). By enrolling and submitting payment, the Member acknowledges and agrees to be legally bound by these terms.

This Agreement is governed by the laws of the State of Florida, including the Florida Deceptive and Unfair Trade Practices Act (FDUTPA) and Florida Statutes Chapter 501.

2. MINIMUM COMMITMENT TERMS

- (a) Standard memberships require a **minimum 90-day commitment**, starting on the activation date. After this, the membership converts to **month-to-month**.
 - (b) AAU team-related memberships require a **minimum 6-month commitment**, then also convert to month-to-month.
 - (c) Memberships are **non-transferable** and **non-assignable**.
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3. FEES, PAYMENTS, AND BILLING

- (a) Members must pay all applicable fees disclosed at enrollment. **All fees are non-refundable** per Florida Statute § 501.059.
 - (b) Monthly dues are billed every **30 days** via card or bank draft. First payment is due at enrollment.
 - (c) A **\$20 fee** will be charged for declined payments. Repeated non-payment may result in suspension or termination.
 - (d) We may adjust fees with **30 days' written notice**. Continued use of the membership is deemed acceptance.
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4. MEMBERSHIP FREEZE OPTION

Members may request a **freeze up to 3 months** for a **\$5.99/month fee**. Memberships must be in good standing and beyond the initial term to qualify.

5. CANCELLATION AND TERMINATION

- (a) Cancellations during the commitment period are **not allowed** unless legally required or in cases of documented extreme hardship (subject to approval).
- (b) After the initial term, cancellation requires **written notice** to 407basketballocoee@gmail.com or **cancellation of payment method** at least **3 business days before** the next billing cycle.
- (c) Members cancelling **within 14 days** of enrollment may receive a **full refund** under the FTC Cooling-Off Rule. No refunds after this period.
- (d) We may immediately terminate memberships for **rule violations, misconduct, or non-payment**.

6. ACCESS AND SECURITY DEVICES

- (a) Each Member receives a **unique access code/device**. Sharing is prohibited.
- (b) Unauthorized access (e.g., "tailgating") will result in **immediate suspension or termination** and possible liability.
- (c) Lost devices must be reported. **Replacement fees may apply**.

7. DAY PASSES AND SINGLE-USE ACCESS

Valid only on the **purchase date**.

Refunds allowed only **prior to use** or within **14 days** of purchase if unused. Once activated, **no refunds**.

8. FACILITY OPERATIONS AND MAINTENANCE

We reserve the right to **temporarily close or limit access** for maintenance, events, or other reasons. **No credits or refunds** will be issued unless required by law.

9. THIRD-PARTY SERVICES (PERSONAL TRAINING)

Personal training is not included and is subject to a **separate agreement** between the Member and the trainer.

407Basketball **assumes no liability** for third-party services.

10. HEALTH WARRANTY AND LIABILITY WAIVER

- (a) Members affirm they are in good health and capable of physical activity.
- (b) Members **voluntarily assume all risk** and **waive all claims** against 407Basketball and affiliates for injury, illness, or death resulting from participation.
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11. NO REFUND POLICY (FLORIDA LAW)

All fees are **non-refundable**, including due to:

- Non-use
- Schedule conflicts
- Relocation
- Medical issues after refund period

Compliant with Florida Statutes § 501.059 and FDUTPA.

12. PROMOTIONS AND PASSES

Promotional offers are **subject to availability**, have **no cash value**, and may be withdrawn at any time. Expiration dates apply.

13. GOVERNING LAW AND VENUE

This Agreement is governed by **Florida law**. Disputes must be brought in the **state or federal courts of Orange County, Florida**.

14. CONTACT INFORMATION

407Basketball LLC

Phone: (407) 217-6263

Email: 407basketballocoee@gmail.com

All formal communications, including cancellations, must be sent via email. A confirmation of receipt will be provided.

ACKNOWLEDGEMENT

By enrolling and submitting payment, the Member **affirms they have read, understood, and accepted** this Agreement. It is **legally binding** and enforceable to the fullest extent permitted by law.