

## North Jeffco Swim Team Automated Clearing House (“ACH”) Payment Policy

North Jeffco Swim Team (“NJST”) will accept pro-rata monthly payments for NJST swim fees via ACH upon the following terms and conditions:

- ACH authorization request forms are only accepted by NJST during the first trimester (September) enrollment period or at the beginning of the second or third trimester (January or May) payment period, except that a new swimmer to NJST may submit an ACH authorization request form at the time he or she submits the initial enrollment paperwork to the team.
- All ACH authorizations will be valid until the end of the September 1 – August 31 swim year (“Swim Year”) during which it was submitted unless terminated earlier as permitted below.
- ACH transactions will be processed on the 10<sup>th</sup> day of each month for the pro-rata swim fees owed for that month. If an ACH payment is not received by NJST on the 10<sup>th</sup> day of the applicable month (whether because of lack of funds in the Member’s transferring bank account, closure of such bank account, or otherwise), the following provisions will apply:
  - o For the first such failed ACH transaction in any given Swim Year, the Member must pay to NJST the amount of the missed ACH payment, via cash or money order, within one week from the date NJST notifies the Member of the failed transaction.
  - o If a Member has a second failed ACH transaction during any given Swim Year, NJST may immediately terminate the Member’s ACH account at the applicable banking institution(s). The Member then must pay to NJST the unpaid amount of NJST swim fees for the *entire* then-current trimester, via cash or money order, within 30 days from the date NJST notifies the Member of the second failed ACH transaction. Thereafter, the Member will not be eligible to use ACH payments for NJST swim fees and will be required to make all NJST swim fee payments via cash or money order.
- **All Members, whether paying in one payment upfront or monthly via ACH, are required to financially commit to swim fees on a trimester basis (subject to possible refund or future credit under limited circumstances in accordance with NJST’s Fee Refund Policy).** Accordingly, a Member’s ACH arrangement may be terminated only at the end of a trimester (the end of December, April, or August), *even if* the Member’s swimmer leaves NJST prior to the end of the trimester. A Member may terminate an existing ACH arrangement effective at the end of any given trimester by delivering a written ACH termination request to NJST prior to the end of such trimester. If a Member terminates an ACH arrangement early, in violation of this Policy, the Member must pay to NJST the unpaid amount of NJST swim fees for the *entire* then-current trimester within one week after termination of the ACH arrangement. Notwithstanding the foregoing, if the Member's swimmer will be swimming only in May of the summer trimester, in accordance with the requirements set forth in NJST's Fee Payment Policy, then the Member may terminate an existing ACH arrangement effective as of the end of May for the summer trimester and all requirements set forth above, with respect to the end of a trimester, shall be deemed to apply instead to the end of the month of May.
- Each Member using ACH shall pay NJST a non-refundable \$25 service fee once per Swim Year, which shall be due when the Member turns in the ACH authorization request form for that Swim Year. Such fee will be used to help offset the monthly processing fees imposed by banking institution(s) on ACH transactions. Any additional fees imposed by banking institution(s) in connection with ACH transactions (e.g., for a failed ACH transaction or termination of an ACH arrangement) will be the sole responsibility of the Member. If any such fee is charged to NJST, the amount of such fee may be assessed against the authorized ACH account and paid automatically to NJST via an ACH payment or may be billed directly to the Member with payment due upon receipt.
- The provisions of NJST’s Fee Payment Policy regarding late payments shall apply to any payments covered by this Policy and not received by NJST when due (including the provision permitting NJST to submit any such overdue payments to collection agency proceedings).

*Adopted September 14, 2010 (replaces and supersedes North Jeffco Swim Team Automated Clearing House (“ACH”) Payment Policy with an effective date of August 24, 2010)*