

Terms and Conditions

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

These Terms and Conditions apply to all the services and products that are displayed on our Site and the time you access it. All information, descriptions, or images that we provide about our products and services are as accurate as possible. We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

By agreeing to these Terms and Conditions, you agree to pay a deposit as a down payment on a membership to a future indoor tennis and Pickleball facility on the property of the North Bay Curling and Athletic Corporation (North Bay Granite Tennis Club, North Bay Granite Curling Club) as a sign of support for the company to pursue the possibility of and do their due diligence before the construction of such a facility.

You paying the deposit does not guarantee that such a facility will be built by the North Bay Curling and Athletic Corporation or on the North Bay Curling and Athletic Corporation property. If certain conditions are met, the deposit will be applied as credit to the first year of indoor membership for tennis or Pickleball inside the indoor sports facility to the person that registered and paid the deposit. If these conditions are not met, the deposit will be refunded to the person that registered and paid the deposit.

Intellectual Property

All content published and made available on our site is the property of the North Bay Granite Club and the Site's creators. This includes but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Sale of Services

These Terms and Conditions govern the sale of services and products available on our Site.

The following products are available on our Site:

Deposit for Indoor Tennis and Pickleball Facility – Adult - \$250+HST

Deposit for Indoor Tennis and Pickleball Facility – Junior - \$100+HST

These products will be paid for in full when ordered on the Site.

Anyone paying their deposit for future membership do not have to be a current member of the Granite Curling Club or the Granite Tennis Club. You will have to register on the website to be able to link your contact details with the payment submitted.

Refunds of deposits will be issued for the following reasons:

- If by February 28, 2022 11:59pm, less than 150 people in total (junior and adult together) pay deposits for future membership for an indoor tennis and Pickleball facility.
- If funding for any future indoor sport facility on the North Bay Curling and Athletic Corporation property is not secured by December 31, 2025
- If at any point in time before December 31, 2025 the project gets canceled completely and there is no possibility to build an indoor sport facility on the property within the foreseeable future for whichever reason.
- If anyone that paid a deposit moves more than 50km from his/her current provided address and have proof of living at this new address for at least 6 months.
- The Board will use their discretion to refund deposits to people that become medically unfit to play sport between payment of the deposit and a new indoor sport facility being completed on the North Bay Curling and Athletic Corporation property.
- Deposits are non-transferable from one person to another.

Payments

All payments will be processed through the CurlingIO website and their terms and conditions will be applied to transactions on their site. Refunds will be issued to the same credit card that the deposit was submitted with.

Guarantees

The following guarantees apply to your deposit once it has been paid:

- The North Bay Curling and Athletic Corporation will safekeep all funds deposited until a refund is made according to the above conditions OR until an indoor sport facility is operational on the Granite Club (North Bay Curling and Athletic Corporation) property and the deposit can be applied to credit for a membership by the person that paid the deposit.
- You will receive an online receipt that you can keep as proof of your deposit.
- You will be able to save and print these Terms and Conditions for reference.
- Payment of the deposit creates a contract and agreement to these Terms and Conditions between the North Bay Curling and Athletic Corporation and the person who registered to be associated with that deposit.
- If the person that paid the deposit is a minor, this contract is binding between the parent/guardian of that person until the payer reaches the age of majority.

- If a person paid the junior membership deposit but are over 18 when the facility is open and operational, the deposit will be used as credit towards the adult membership that the member qualifies for at the time of operation.
- You will be able to choose what kind of membership your deposit is applied towards from the different types of winter memberships that will be available once the indoor facility is operational and accepts membership fees.
- This deposit or any part of it can not be applied to any type of summer season outdoor tennis or Pickleball membership before or after an indoor facility has been built on the Granite Club (North Bay Curling and Athletic Corporation) property.
- Deposits are not transferable for cash and will not be refunded unless the conditions for refunds are met.
- Deposits to gauge the interest in an indoor facility will be accepted until February 28, 2022, 11:59pm
- Any deposit that has been paid and not claimed for a membership within 1 YEAR of an indoor facility being fully operational on the North Bay Curling and Athletic Corporation property, will become forfeited and become property of the North Bay Curling and Athletic Corporation.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Ontario

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and the North Bay Curling and Athletic Corporation are unable to resolve any dispute through informal discussion, then you and the North Bay Curling and Athletic Corporation agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that the mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and the North Bay Curling and Athletic Corporation.

Notwithstanding any other provision in these Terms and Conditions, you and the North Bay Curling and Athletic Corporation agree that you both retain the right to bring an action in small claims court and the bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws those provisions will be deemed void and be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and reflect any changes that might affect deposits paid and future memberships at the North Bay Curling and Athletic Corporation. Anyone that paid a deposit will have the option of agreeing or opting out to any new Terms and Conditions amended on this document. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Effective Date

December 20, 2021