

USA GYMNASTICS BUSINESS ADVISORS' TIPS

USA GYMNASTICS recently received the following question. We asked the USA Gymnastics Business Advisors to comment on how to handle this question and we selected a few of their responses to publish in *Technique* – all of their responses will be posted online on the Member Club website, under forums.

RESPONSE FROM DAVID HOLCOMB OF BUCKEYE GYMNASTICS

In basic terms, I do not think USA Gymnastics can do much of anything. We own businesses that are governed by the laws of the states, counties and cities in which we operate. As a general operating principles, we enter into contractual agreements with our customers that are governed by these laws. USA Gymnastics does not have any authority to intervene in that contractual relationship in any way unless it impacts or interferes with our contractual agreement with USA Gymnastics. This can happen when we become a Member Club (agree to have liability insurance, not hire those on the banned list, etc.) or when we host or enter gymnasts in USA Gymnastics sanctioned events (all coaches and gymnasts must be currently registered with USA Gymnastics).

We live and operate in the USA and our gym families are free to contract with us for gymnastics services and are also free to leave us and contract with someone else to provide those services. USA Gymnastics plays no part in this relationship in a legal sense.

Nor can USA Gymnastics be the arbiter of contractual disputes between our gyms and those who contract with us. USA Gymnastics cannot be put into the position of being the “finder of fact” (that role is left to judges and juries) and they certainly cannot determine winners and losers. (What a nightmare!)

I strongly urge USA Gymnastics to stay out of these disputes. The affected gym owners have recourse through the legal system within their respective states.

The best course of action might be to take no action at all. We all extend credit to those in difficult situations within our

To USA Gymnastics,

I am a gym owner and have a question about a situation I have with a former team family. This family owes our gym money (\$1,100) from unpaid tuition. We told them we could not let them train until some effort of payment was made. They left our gym and went to another gym and now compete under that gym. We've tried to communicate with that gym but had no response. I was hoping that USA Gymnastics had some rules or ethics that would pertain to our situation.

*Thank you,
Mr. W*

gymnastics businesses. We do this knowing that we take a calculated risk in doing so.

As it happens, Buckeye Gymnastics is on good terms with most of the gyms in our area and in the rare event that a student or athlete leaves us as a family “not in good standing” and joins another club, we get on the phone with one another and get things sorted out. This arrangement works both ways. But, we are not on good terms with every gym.

RESPONSE FROM JEFF METZGER OF KIDS FIRST

Short answer...no way, José. USA Gymnastics should do nothing more than to educate **why** it is not their business to police private enterprise.

RESPONSE FROM PATTI KOMARA OF TUMBLEBEAR GYM PROGRAM

I agree—nothing should be official from USA Gymnastics. However, aren't most gyms going to the policy where you pay up-front with your auto-pay credit card system? Therefore, there should be no outstanding bills. Now, we all know we get bad credit card numbers, expired cards, etc. But when there is an unpaid bill, that child is not allowed into class as soon as we get the notice. Our bad debts add up to almost zero at the end of the year. Make them pay up front like a university—no up-front payment, no class. ✖

Do you have a question you'd like to ask our Business Advisors? If so, email your question to clubservices@usagym.org.