

Lake Gaston Fitness Membership Agreement

Date: _____

Authorized Manager: _____

Member Barcode #: _____

Membership #: _____

Enrollment Fee:\$ _____

Enrollment Fee: \$ _____

Payment:\$ _____

Renewal Payment: \$ _____

Length of Term (circle one): DayPass: 2 3 5 10 1M paid 3M paid Month – Month Auto Renewal

(Re-Enrollment fees at Contract End Date are waived if contiguous monthly payments are received between Contract Begin Date and Contract End Date.)

Last Name _____ First: _____ MI: _____ DOB: _____

Address _____ City _____ State _____ Zip _____

Email: _____

Home Ph# (_____) _____ Cell# (_____) _____

Emergency Contact Name/Ph#: _____

Policy/ Procedure /Rules: You agree to follow all written or posted rules and regulations now in effect and to become effective at any future date. You agree to pay all sums due for the membership plan indicated above to begin and to retain an active membership at Lake Gaston Fitness. Paying members only are allowed inside the fitness center during operating hours. **You may not bring anyone else (including children) inside with you. You understand and agree that Lake Gaston Fitness has the right to revoke your membership and discontinue your privileges at the Lake Gaston Fitness facility if you fail to follow the rules and regulations. When a failure to follow rules results in membership revocation, you understand and agree you will not be refunded for any prepaid unused services.**

Day Pass Memberships: All day pass visits packs expire (N) Months from the date of purchase, (N) = Number of days purchased. NO refunds will be issued for any remaining visits after the expiration date.

I have read, understand and agree to the membership terms specified (above and back) as indicated by my signature here. You agree you have been offered a copy of the membership terms. The terms are can also be found on our website.

Member's Signature _____

Date _____

(continued on back)

Representations: You acknowledge that neither Lake Gaston Fitness nor anyone else has made any representations or promises upon which you relied that are not stated in this agreement. If Lake Gaston Fitness does not enforce any rights in this agreement for any reason, Lake Gaston Fitness does not waive its right to enforce it later. Lake Gaston Fitness reserves the right to sell memberships at different rates and terms than yours.

Membership Non Transferable: This membership is not transferable and Member may not sell, assign or transfer this agreement, his/her membership card or membership in Lake Gaston Fitness, and any such attempted sale, assignment or transfer shall be null and void. Member may not loan his/her membership card. Anyone not complying with any of the above rules will automatically lose membership privileges. Anyone participating in illegal use of the fitness center may be prosecuted. This includes allowing access to non-members or unpaid members.

Registration/Membership ID Cards: All Members must swipe membership card for logging entry to the facility regardless whether the door is open or locked. Lake Gaston Fitness may record a photograph of you for our membership records. If a membership card is lost or damaged, a replacement card will be issued for a fee of \$5. If you do not have your membership card, and there is no manager on site, you will not be able to access the facility using the door controller. Entry without swiping is strictly prohibited. In the event of a lost keytag, you must contact the Lake Gaston Fitness manger or come in during on-duty office hours.

Collections Costs. Returned Items and Replacement Card: If Member makes a payment that is returned or if an electronic or credit card payment is rejected for any reason, the Member agrees to pay in addition to that payment, any charges assessed by the bank plus up to a \$20.00 administrative fee to Lake Gaston Fitness. Failure of Lake Gaston Fitness to demand or collect a late charge on any payment is not a waiver of the right to collect late charges on any other late payment. Member agrees to pay a \$5.00 fee for each replacement card.

Right to Suspend or Cancel Membership: Lake Gaston Fitness reserves the right to suspend or terminate this membership in its sole discretion. In the event Lake Gaston Fitness terminates a prepaid term, Lake Gaston Fitness will refund a minimum of 75% payment for any prepaid future unused service on a pro rata basis. In the event of membership revocation due to violation of rules, Lake Gaston Fitness will not refund payment.

Hours of Operation/Availability/Services: Lake Gaston Fitness will be accessible from 5:00 am through 9:00 pm seven days a week excluding Christmas Day and Easter Sunday. Lake Gaston Fitness reserves the right to temporarily close the facility for reasonable repairs, maintenance or improvements. Lake Gaston Fitness further reserves the right to make changes to the type of equipment offered, and warrants that any changes made are reasonable under the circumstances. Lake Gaston Fitness will operate with a door controller keyless security system with limited on-duty manager office hours. If you lose your keytag, Lake Gaston Fitness is not responsible for days you lost because you could not get in. In this event, you are responsible for notifying Lake Gaston Fitness and you must call or come in during the posted on-duty office hours to obtain a new keytag. In the event of a software failure, every reasonable effort will be made to restore service, **Lake Gaston Fitness will NOT refund any monies for loss of service during the outage period.**

Financial Policy: You agree to pay fees as written on this agreement to keep your membership active. If your membership dues are not paid on time, the keyless entry system will deny your access to the facility. On the day that your new membership cycle begins, your dues must already be paid. Therefore payment for your renewed term must be received before the date of your next term. Your payment received is applied for the renewed term indicated whether or not you use the facility.

Contract Begin and End Dates: If a payment is received within days of the Contract End Date and if prior payments were contiguous between the Contract Begin Date end the Contract End Date then a term will begin on the Contract End Date

Refunds: Enrollment fees, Unused or Expired Day Pack Visits, Monthly or any pre-paid membership term, whether used or unused, are **non-refundable** aside from the following exception. If you become disabled and have written proof of your disability from a licensed provider, you may receive a pro rata refund to a prepaid membership term for unused future services from time of notice.

Damages To Facility: Member agrees to pay an extra charge for the damages arising from any careless use of equipment, dropping weights etc., caused by Member.

Exercise Clothing: Appropriate workout attire must be worn inside the exercise area. No exposed metal on clothing or see-through clothing is allowed. Shirts and proper athletic footwear is required at all times.

Personal Property: It is understood and agreed that Lake Gaston Fitness , its owners, agents and employees are not responsible for Member's lost or stolen articles of clothing or possessions of personal property that Member claims were lost in or about the Lake Gaston Fitness facility.

Personal Training: Member will not perform any personal training with any Member or non-member without express written approval from the Owner/Manager of Lake Gaston Fitness. Member will not bring into the facility a personal trainer without express written consent/terms from the Owner/Manager of Lake Gaston Fitness