

MAPLE GARDENS FITNESS CENTER AGREEMENT

Agreement made on the _____ day of _____ 2003, by and between Maple Gardens Fitness center, and the undersigned member.

MEMBER _____ #

(1) YEAR CONTRACT _____ (6) MONTH CONTRACT _____ (3) MONTH CONTRACT _____
\$30.00 PER MONTH \$30.00 PER MONTH \$30.00 PER MONTH

MEMBER INFORMATION

NAME: _____

ADDRESS: _____ APT# _____

CITY & STATE: _____ ZIP: 07111

DRIVERS LICENSE # _____

HEALTH INSURANCE COMPANY: _____

HOME PHONE # _____ WORK# _____

MEMBERSHIP RULES

1. Member agrees to have their monthly payment of \$ 30.00 added to their monthly rental Payments. Member also agrees that there are no refunds for non-usage of the fitness center.
2. Members are not allowed to bring in other guests unless they have purchased a gym pass. Under no circumstances are children allowed in the fitness center. Any member caught bringing children will be suspended from the fitness center for a period of 30 days.
3. Member acknowledges that there will be no staff, and member will be responsible for his/her Own actions.
4. Membership will continue until resident cancels contract in writing and bought to rental office.
 - a. Amount paid today _____
 - b. Signature of Member _____
 - c. Date of Birth _____

EMPLOYMENT INFORMATION

Name of Employer _____

Address of Employer _____

Position _____

ADDITIONAL MEMBERSHIP AGREEMENT TERMS:

Consumers right to cancellation, you may cancel this contract without any penalty or further obligation within three (3) days from the agreement date. Notice of cancellation shall be in writing subscribed by the member and mailed by registered or certified United States mail to Maple Gardens Rental Office. The contract forms, membership cards and any other documents of evidence of membership, shall accompany such notice. All monies paid pursuant to such contract shall be refunded within fifteen (15) business days of receipt of such cancellation.

1. **MEMBERSHIP HEALTH WARRANTY:** Member represent that He/she has no disability, impairment or ailment preventing him/her from Engaging in active or passive exercise.
2. **MEMBER'S INDEMNITY AGREEMENT:** Member assumes full Responsibility for any person who becomes a member under this contract and shall indemnify the Club, Management, its affiliates, agents, and employees against any and all liability incurred by them during the use of any and all of the facilities.
3. **RULES, REGULATIONS, AND SCHEDULES:** Member agrees to Abide by all the membership rules regulations and schedules of the Club or issued orally and which may be amended from time to time, at Management's sole discretion.
4. **ADMISSION** No one will be admitted to the Fitness Center without Registering through a handscanner.
5. **INDEPENDENT CONTRACTORS:** From time to time we may make Available to Members and there guest the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services remain available to Members of their guests for any period of time.
6. **GUESTS:** Member's guests are permitted in the club, but only pursuant to Such rules, regulations, fees, schedules, for such guests as may then be in effect. The Club reserves the right to limit the number of times any one guest can use the Club and reserves the right to exclude any quest who use the facility, in the sole opinion of the Club, would be detrimental to the Club or any of its members.

7. **MEMBER'S OBLIGATION:** Member shall not be relieved of his/her Obligation to make payments agreed to, and no deduction from any payments shall be made because of Member's failure to use the Club's facilities. (Membership dues are for the period of time and are in no way related to actual usage of the Club).
8. **PAYMENTS:** The first initial payment must be in the form of a money Order only. All other payments will be billed onto your monthly statement.
9. **ENTIRE AGREEMENT:** This contract constitutes the entire and Exclusive agreement between the parties. Any problems or representations pertaining to the contract, which is not written in this contract, are invalid. Employees are not authorized to make any independent agreement with any member that is not in Club's general policy.
10. **VALUABLES AND PERSONAL PROPERTY:** Members are urged To avoid bringing valuables onto Club premises. The fitness club shall not be liable for the loss or theft of, or damage to the personal property of member or guests, including coat checks.
11. **CHANGES IN FACILITIES:** Member understands that as a result of Repairs or maintenance or special occasions, the Club may be required from time to time to restrict the use or close the Club's facilities, or to temporarily curtail some of the Club's activities. Member agrees that there will be no reduction, suspension, abatement or apportionment of membership fees, rate or changes during such time when the above mentioned occurs.
12. **DRESS CODE:** Proper athletic attire is required. No street clothes, or dress Shoes are permitted in fitness area.

MEMBER'S SIGNATURE

DATE

FITNESS COORDINATOR

DATE

HAND SCAN

_____ DATE

SPECIAL NOTES: _____