



Athletic Clubs of State College  
 Administrative Office  
 1526 Martin Street  
 State College, PA 16803  
 814-308-9740

## MEMBERSHIP AGREEMENT

STAFF INITIALS \_\_\_\_\_

DRAFT DATE: \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

NAME: \_\_\_\_\_ MEMBER #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ BUS./CELL PHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_

**APPLICANT MEMBERSHIP AT FOLLOWING CLUB LOCATION(S):**

**THE NORTH CLUB**

- Fitness Equipment Only – North Club \$25/MO
- Group Fitness Add-On \$15/MO

**DOWNTOWN FITNESS (LionHeart and LionHeart Annex)**

- Fitness and Unlimited Tanning \$19.99/MO
- Group Fitness Add-On \$15/MO
- Youth/Adult Martial Arts \$75/MO

**ALL ACCESS FITNESS**

- North Club, LionHeart, LionHeart Annex \$30/MO

Membership includes Fitness at all facilities and unlimited tanning  
*Group Fitness, Martial Arts, CrossFit and other programs NOT included unless added-on or upgraded membership.*

\*All Memberships listed above are subject to a one-time processing fee of **\$49.00**, which must be paid at the time of entering into this Agreement.

**MEMBERSHIP RATE BASED ON MEMBERSHIP(S) SELECTED:**

<u>Monthly Recurring Charge(s)</u>	<u>Processing Fee</u>	<u>Proration (initial month)</u>
\$ _____	\$ _____	\$ _____

**Billing for Membership.** By signing this Membership Agreement (“Agreement”), you have authorized the Athletic Clubs of State College, LLC, its affiliates and agents, (the “Club”) to bill/debit your bank account or credit card for your monthly dues (EFT, preauthorized check or credit card charge) on a monthly basis, at the rates set forth herein, and in accordance with the provisions provided in this Agreement. Your account/card will be charged or debited on or about the 1<sup>st</sup> day of each consecutive month for the duration of this Agreement. Any payment/debit that is returned for insufficient funds or dishonored for any other reason shall result in the imposition of a NSF/late charge of \$35.00 or the costs incurred as a result of such failure, whichever is greater.

**Manner/Method of Payment:** The Club will bill/debit your:

Checking Account (*preferred*)

Credit Card (Visa / MasterCard / Discover)

**Name:** \_\_\_\_\_  
(*as it appears on Checking Account or Credit Card*)

**Bank/Credit Card Name:** \_\_\_\_\_

**Bank/ Credit Card Account #** \_\_\_\_\_ **Expiration:** \_\_\_\_\_

**Bank Routing #** \_\_\_\_\_

**MEMBER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Use of Facilities.** The facilities will be open daily, during normal business hours for Member use, legal and recognized holidays excluded. Member agrees to make all payments due under this Agreement whether the facilities are used or not. The Club ownership reserves the right to set and change normal business hours in their discretion.

**Maintenance and Temporary Closing.** The Club facilities may close for periods up to one (1) week at a time for purposes of maintenance, repair, renovation, weather, for safety reasons, and for recognized holidays. Should the facilities of which you are a member be unavailable for Member’s use at any other time due to damage by fire, act of God, catastrophe, accident or other reason beyond the control of the Club, the membership term will extend for a period equal to the time of such unavailability.

**Cancellation Policy.**

A. Member may cancel this Agreement without penalty at any time prior to Member receiving a signed copy of this Agreement. Member may cancel this Agreement without penalty within three (3) business days of signing and receiving a fully completed copy of this Agreement.

B. If the Club facilities (limited to those facilities of which you are a member) close for a period of more than thirty (30) days and the Club fails to provide a comparable facility within ten (10) miles of the facility, then Member may cancel this Agreement. In the event of such cancellation, Member shall receive the return of a pro-rated portion of the monthly recurring charge, calculated from the date of such closing until the final day of that particular month.

C. This Agreement is a month-to-month agreement, and may be canceled by the Member upon proper notice to the Club.

In order to cancel this Agreement in accordance with Paragraphs A, B, or C above, Member shall notify the Club of such cancellation, in writing, by email to: [cancel@athleticclubsofstatecollege.com](mailto:cancel@athleticclubsofstatecollege.com) or by certified mail, return receipt requested delivery to: Athletic Clubs of State College, LLC, 1526 Martin Street, State College, PA 16803. The written notification shall contain a request that the Agreement be cancelled as of the end of the month, which may not be earlier than thirty (30) days from the date of receipt of such notice by the Club. It is understood and agreed that failure to provide notice to the Club at least thirty (30) days prior to the first of the subsequent month will result in monthly charges being debited/charged from Member's account, and will result in such cancellation being delayed until the next preceding month. Notice of cancellation is only effective upon receipt by the Club, therefore, it is Members responsibility to account for delivery and receipt of notice.

**Maintenance.** For a charge of \$10.00/month, Member may elect to put their membership on "maintenance". Maintenance status shall not entitle Member to access the facilities during such maintenance period, but shall preserve Members membership until re-activation, guaranteeing that no new processing fee will be charged. Member must provide thirty (30) days for maintenance to become effective.

**Disability.** In the event that Member becomes disabled to the extent that they may not utilize the facilities, then for no additional cost, the membership term may be extended during the period of Member's disability if such disability has precluded Member from using one-third (1/3) or more of the health club facilities for a period of less than six (6) months and the disability is verified by a physician. No new initiation fee will be charged once Member is able to utilize the facilities.

**Rules and Regulations.** The Club, its subsidiaries, affiliates, employees and contractors, reserve the exclusive right to implement rules and regulations governing the use of the health club facilities, parking areas, equipment, classes, and all conduct and activities in or about the premises. All such rules and regulations are incorporated herein by reference and made a part of this Agreement. Members and their guests agree to strictly adhere to all such rules and regulations, as they may be modified from time-to-time. Failure of any Member to strictly adhere to such rules and regulations entitles the Club the right to terminate this Agreement and prohibit access to any Member or guest.

**Non-transferability by Member; Transferable by Club.** Member shall not be entitled to refund unless otherwise specified herein, and may not delegate, assign, or transfer this Agreement. The Club, however, may freely sell, assign, transfer, or discount this Agreement, or a corresponding note to any buyer, lender, finance company or other individual or entity in its sole and absolute discretion.

**Representations and Warranties by Member.** By entering into this Agreement, Member represents and warrants that they are physically and mentally capable of engaging in those activities offered at the Club facilities. Member acknowledges that the Club and its staff, employees, contractors or agents have no knowledge of the Member's particular attributes, skills, abilities or other characteristics relevant to their ability to exercise or participate in the activities, equipment, or other programs offered by the Club. Member represents that they have not relied on the Club, its staff, employees, contractors or agents to determine their ability to engage in any activity and that Member does so in their sole discretion, and at Member's own risk.

**Assumption of Risk and Hold Harmless and Indemnification.** Member assumes the risk of all exercise and activities in which they engage in or about the facilities, as well as all off-site programs in which the Club may offer, sponsor, affiliate, support or otherwise participate. Member agrees to hold harmless, release and forever discharge the Club, its affiliates, subsidiaries, operators, principals, agents, servants, employees, advisors, owners, lessors, and contractors from any and all injury, damage (both personal and property) or cause of action arising out of or in connection with Members' use of the Club facilities, premises or equipment, participation in physical exercise or programs; and from all acts of active or passive negligence on the part of the Club, its affiliates, subsidiaries, operators, principals, agents, servants, employees, advisors, owners, lessors and contractors. Member further agrees to indemnify the Club, its affiliates, subsidiaries, operators, principals, agents, servants, employees, advisors, owners, lessors, and contractors from any and all actions or causes of action that may be asserted against them arising from the actions or omissions of Member or their guests; with such obligation and responsibility of indemnification extending to all costs of litigation including, but not limited to, all damages, costs and reasonable attorney's fees whether incurred pre-suit, in arbitration/mediation, litigation, and all appellate proceedings.

**INITIALS**

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## BUYER'S RIGHT TO CANCEL

If you wish to cancel this contract, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to this health Club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before 12 midnight of the third business day after you sign and receive a copy of this contract. The notice must be delivered or mailed to The Athletic Clubs of State College, LLC at 1526 Martin Street, State College, PA 16803. In some cases you may also cancel this contract if you signed it before the health club facility was completed, if the club moves or goes out of business, if you become permanently disabled or if you move from the area. If you cancel, the health club may be entitled to a certain portion of the contract price. If the health club goes out of business or refuses to give you a refund, there may be a bond of letter or credit under which you are entitled to collect. For details, read your contract carefully. Enforcement of the Health Club Act is by the Attorney General of the Commonwealth of Pennsylvania or the district attorney of the county in which the health club is located. You may also bring a private cause of action. If your rights are violated, you may contact the State Bureau of Consumer Protection or your local district attorneys.

## NOTICE

Any holder of this contract or note is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health club at which the contract is entered into ceases operation and fails to offer a comparable alternate location within ten miles.

I, the undersigned, have read this Agreement and do understand and agree to abide by and be bound by all of its terms and conditions. **By signing below, I further acknowledge receipt of one (1) copy of this Agreement.**

**MEMBER SIGNATURE:** \_\_\_\_\_

**Date** \_\_\_\_\_