

3667 Braddock Drive
Suite E,
Lafayette, IN 47909
765-474-0044
www.sshf.dub



<input type="checkbox"/>	NEW
<input type="checkbox"/>	ADD-ON
<input type="checkbox"/>	REWRITE
<input type="checkbox"/>	RENEWAL

MEMBERSHIP AGREEMENT

Name: Last _____ First _____ D.O.B. ____ / ____ / ____ Male Female

Name: Last _____ First _____ D.O.B. ____ / ____ / ____ Male Female

Home Address: _____ City: _____ Zip: _____

Home Phone: (____) _____ Cell Phone: (____) _____ Email Address: _____

How did you hear about SSHF ● Online ● Direct mailer ● Drive By ● Referred by Name _____

Pictured ID type (circle one) DL - Passport – ID Card Document # _____

The undersigned ("Member"), desires to become a member of Southside Health & Fitness ("SSHF"), and agrees to the following terms and conditions:

1. MEMBERSHIP INITIAL TERM

- ANNUAL PAID IN FULL:** Under this option, a payment in the amount of \$360 for each adult, \$660 for each couple, including joiner fee and the purchase of a key-fob for each adult individual, must accompany the Application. The initial term of this agreement is for a period of 12 months beginning on the date signed.

Annual payment: \$360.00 ea (\$660 couple) + Joiner fee \$25.00 + Key-fob \$20.00 ea = Total \$ _____

- 18 MONTH DRAFT:** Under this option, Monthly dues of \$30 for each adult member, \$55 for each couple, along with authorized member charges will be collected electronically on or after the 1st of the month. For the month of signing prorated dues as stated below, and a Joiner fee of \$50 and the purchase of a key-fob for \$20 are attached. The initial term of this agreement is for a period of 18 months, plus prorated period, beginning on the date signed. The earliest this agreement maybe canceled is the last day of ____ / ____ / ____

Prorated amount _____ + Joiner fee \$50.00 + Key-fob \$20.00 ea = Total \$ _____

- MONTH TO MONTH:** Under this option, Monthly dues of \$45 for each adult member, \$80 for each couple, along with authorized member charges will be collected electronically on or after the 1st of the month. For the month of signing prorated dues as stated below, and a Joiner fee of \$50 and the purchase of a key-fob for \$20 are attached.

Prorated amount _____ + Joiner fee \$50.00 + Key-fob \$20.00 ea = Total \$ _____

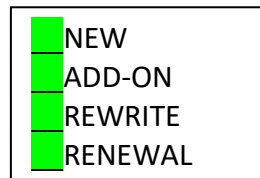
PAYMENT INFORMATION. (\$2.00 additional billing fee for debit & Credit card)

Bank Name _____
Address/city/state _____
Account Number _____
Routing Number _____

Credit card: Visa(4) / MC(5)
Card# _____ - _____ - _____ - _____
Expiration Date: ____ / ____

Card swiped into billing

Initial Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> CC <input type="checkbox"/> ACH (Only available on the 25 th or later)	Recurring Payment: <input type="checkbox"/> CC <input type="checkbox"/> ACH
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MEMBERSHIP AGREEMENT

2. TERM. after the initial term as outlined on page 1, this agreement will automatically renew for the same term unless cancelled, in writing thirty (30) days prior to the end of the initial term, either by certified mail, or by hand-delivery to the management of SSHF. No refunds will apply.
3. DEFAULT/REMEDIES. Any monthly payment received after the due date shall be subject to a late charge of ten Dollars (\$10.00). Rejected bank/savings ach will not be rebilled after the 1st and are subject to additional debit/credit card fees. Should I default, I agree to pay all costs of collection, including but not limited to Collection Agency fees, reasonable attorney's fees, and all court costs.
4. MEMBERSHIP ACCESS. Picture/ Key Fob/ID card (under21). Each member must scan in at every entry into the facility. If member forgets their key fob/ID Card they must checkin with the front desk during staffed hours and agrees to an additional \$2.00 manual check in fee. **Indiana law provides for you to cancel this contract within 3 business days. As a result our insurance company will not allow us to activate the key-fob until after this period of time. You are welcome to use the club during staffed hours until your key fob is activated. () Member initials.**
5. FACILITY AND HOURS OF OPERATION. The Facility is open 24 hours for members with an active key fob. The Staffed hours, available for non-members are Monday- Thursday 9:00a.m.-8:00p.m., Friday 9:00a.m.-7:00p.m., Saturday 9:00a.m.-4:00p.m., and unstaffed Sunday. Staffed hours are subject to change without notice.
6. PERSONAL TRAINING. SSHF offers personal training. No member of SSHF who is a personal trainer shall represent himself or herself to be an employee or an affiliate of SSHF in any way other than a member of Facility. Personal training by individuals unaffiliated with SSHF is prohibited and may lead to membership termination.
7. RELEASE AND WAIVER OF LIABILITY. The Club urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercise, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Club shall not be liable to member for any claims, demands, injuries, damages, or actions due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims. Guests under the age of 18 will require parent/guardian supervision. **Member hereby consents to being photographed and/or recorded for such purposes.**
8. RULES AND REGULATIONS. Member acknowledges that SSHF operates under rules and regulations established for the safety and protection of its members, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by SSHF. Facilities, equipment, hours, service regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of SSHF. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes: Under no circumstances shall Member move exercise equipment or use the equipment in any manner not authorized by SSHF, All equipment shall be wiped down by Member after each use, with the supplies provided by SSHF, Member will not misuse the equipment, All members must be at least eighteen (18) years of age, unless otherwise authorized by SSHF. Parents must sign a Waiver and Release of Liability for minors to use the Facility. Minors twelve (12) to fifteen (15) years of age may use the facility with a signed Waiver and Release and with parental supervision. Minors sixteen (16) to seventeen (17) years of age may use the facility with a signed Waiver

MEMBERSHIP AGREEMENT

and Release without parental supervision, Members shall conduct themselves in a quiet, well-mannered fashion so as not to cause disturbance which may interfere with the use and enjoyment of the Facility by any other member. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by SSHF, in its sole discretion, to be offensive, potentially harmful, dangerous or abusive will not be tolerated, and shall be grounds for termination of Member's membership by SSHF, SSHF shall not be responsible for any lost or stolen items, Member should not occupy equipment for an extended period of time, The climate of the Facility is controlled by SSHF and is set to provide the optimum exercise environment for the majority of its members. Members shall not change or seek to change any environment controls and shall never prop open any doors or windows to the Facility for any purpose, Member shall always consider others rights and privileges while he/she is training, Member always unloads all bars and machines when through using them and replacing tall weight plates on their proper racks, Member always replaces barbells and dumbbells on their proper racks at the end of each set, Member always follows the directions on the proper use of the training equipment and asks for directions when necessary, Member never spits into the water fountain, Member never puts his/her feet on the wall, Member never places weight plates on the floor, Member does not drop dumbbells or barbells on the floor, Member always disposes of trash in their proper places, Member always treats staff and other members with fullest respect and courtesy at all times, Member accepts fullest responsibility for any damage done to equipment due to his/her misuse of the equipment. Management has the right to change any rules without notice and member agrees to such change.

9. PROHIBITED ACTIVITIES. Alcohol, tobacco (including smokeless), drugs (including steroids), and smoking are prohibited within the Facility. Member agrees not to use the Facility or engage in any activity at SSHF while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No weapons of any kind are allowed, No photography, videotaping, filming or audio recording is permitted within the Facility, SSHF reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the Facility or on the premises.
10. DRESS/TOWEL POLICY. SSHF requires that members wear appropriate clothing and footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits. Street clothing and jeans and boots are not considered appropriate clothing, Street shoes and black-soled shoes are prohibited within the Facility. Member agrees to have a cloth towel during workouts to protect and clean the equipment after Member use.
11. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
12. ENTIRE AGREEMENT. This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.
13. GOVERNING LAW. This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Indiana.
14. SUSPENSION AND TERMINATION. I understand that SSHF may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of SSHF's policies and



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procedures, and that in so doing, SSHF assumes no further liability to adhere to the terms for this Agreement. If member decides they wish to cancel this contract by midnight of the third business day they may cancel by sending their desire, along with all Key-fobs or membership cards, to cancel by certified mail to 3667 Braddock, Suite E, Lafayette, IN 47909.

15. **ACCEPTANCE OF TERMS.** As a member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the facility. I agree to promptly update SSHF of any change in my contact information (including address, telephone number or email address) or change in credit information using SSHF Account Change Form.
16. **Enhancement fees:** Due semiannually, on the second and eight months after signing, are enhancement fees for the purchase and maintenance of the club equipment. Enhancement fees are charged per contract, contracts are limited to two adults per contract. Enhancement fees are \$29.00 per semiannual. [redacted]

Join	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1st Enh	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
2nd Enh	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug

17. **MEMBERS RIGHT TO CANCEL:** A buyer may cancel this contract before midnight of the third full business day after the buyer signs the contract. A buyer may cancel the contract by written notice, in any form, delivered in person or mailed by certified or registered mail to the seller at the address specified in the contract. The notice must be accompanied by the membership cards previously delivered to the buyer. The buyer, or their estate, may cancel the contract if any of the following occurs: (1) The buyer dies, (2) The buyer becomes totally physically disabled for the duration of the contract, (3) The health spa facility operated by the seller is moved to a location that is more than five (5) miles from the original facility. However, if a health spa facility is closed at any site and a facility with similar health spa services is operated less than five (5) miles away from the closed facility, then the buyer's contract may be transferred to the operating facility, if the operator of the facility to which the contract is to be transferred accepts the transfer, (4) The services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation. This contract may be canceled after 3 business days by paying the greater of two hundred dollars or seventy percent of the remaining balance under the terms of this agreement.

I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me, additional copies may be obtained for \$15.00 per copy.

Member's Signature [redacted] Date [redacted] / [redacted] / [redacted]

Co-Member's Signature [redacted] Date [redacted] / [redacted] / [redacted]

Responsible party Signature [redacted] Date [redacted] / [redacted] / [redacted]

A responsible party is an individual that authorizes the member to utilize their payment source and will be obligated to the payments but is not entitled to the use of the gym.

Staff Signature [redacted] Date [redacted] / [redacted] / [redacted]