

**MEMBERSHIP CONTRACT**  
**FITNESS U, L.L.C.**

**GENERAL APPLICANT INFORMATION**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Employer: \_\_\_\_\_  
 Spouse's Name (If applicable): \_\_\_\_\_ Emergency Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Emergency Contact Phone Number: \_\_\_\_\_  
 City / State: \_\_\_\_\_ Names on Contract: \_\_\_\_\_  
 Zip: \_\_\_\_\_

**1. MEMBERSHIP TYPE(S) AND DUES.**

Group	Quarterly (3 months Paid in Full)		Annual with Monthly Payment (Cash) (Automatic Withdrawal)		Annual (Paid in Full)	
	General Public	\$39 (\$117)		\$45 (\$540)	\$37 (\$444)	\$35 (\$420)
Corp/Family Discount	\$37 (\$111)		\$43 (\$516)	\$35 (\$420)	\$33 (\$396)	

**Start Date:** \_\_\_/\_\_\_/\_\_\_ **End Date:** \_\_\_/\_\_\_/\_\_\_

Initial Dues: \$\_\_\_\_\_ (Monthly or pro-rated to next 15<sup>th</sup> day of a month)  
 Initiation Fee: \$ 49 (\$25 for reactivation within 90 days of cancellation; \$0 for active renewals)  
 Total Due Today: \$\_\_\_\_\_ (Initial Dues + Initiation Fee)

**Payment Method:**

Checking Account  Credit Card: Visa/MC/American Express/Discover  
 Acct #: \_\_\_\_\_ Acct #: \_\_\_\_\_  
 Transit #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Bank: \_\_\_\_\_

2. **APPLICATION.** I apply for membership in the Fitness U health and fitness club located in Strawberry Square at Third and Walnut Streets, Harrisburg, Pennsylvania (the "Club"). I represent and warrant that I am 18 years of age or older and all facts and information set forth above and/or in the Membership Application dated this date (the "Application") are true, correct and complete. The Application is incorporated by reference and made a part of this Contract.

3. **PAYMENT.**

- a. **Quarterly Payment:** I must pay the Total Due Today upon signing this Contract.
- b. **Annual with Monthly Payment:** Under this option, I must pay the Total Due Today upon signing this Contract. I agree to pay my monthly amount (\$\_\_\_\_\_), or an increased amount as specified in Paragraph 7 for any renewal period, each month thereafter through automatic withdrawal from an account I maintain in a financial institution pursuant to this signed authorization form or by cash or by check (if pre-approved) delivered to the Club by the 15<sup>th</sup> of the month. Subject to change, drafts (payments) are made on or about the fifteenth (15<sup>th</sup>) of each month. If I change financial institutions, I will provide Fitness U in writing all information needed for the replacement automatic withdrawal at least ten (10) days before the effective date of the change. I agree to a membership term of one (1) year and acknowledge that the automatic withdrawals (payments) will continue for that period unless I terminate my membership as permitted in this Contract or I convert to another payment option with the consent of Fitness U pursuant to a new written contract.
- c. **Annual Payment:** I must pay the Total Due Today upon signing this Contract.

4. **TERM.** All memberships, other than Quarterly memberships (with a term of three (3) months), have a term of twelve (12) months from the date of the Start Date (or if none is specified, then the date of this Contract). Memberships may thereafter be renewed in writing at the then current membership rate. By mutual agreement, one type of membership may be converted to another type of membership pursuant to a new contract with Fitness U. The term of this Contract may be extended as follows:

- a. If Fitness U temporarily closes for thirty (30) days or less, the term shall be extended for the number of days equal to the number of days that the facility was closed (excluding holidays and any other days the facility is normally closed), at no additional cost to me.
- b. I may extend the term of this Contract, at no additional cost to me, for the number of days equal to the days comprising the duration of my disability, if my disability precludes me from using one-third (1/3) or more of the Club's facilities for a period of less than six (6) months and that disability is verified by a physician. To extend the term pursuant to this Paragraph 4b, I must give timely notice to Fitness U of my request to so extend.

5. **CANCELLATION.** I (or my legal representative) may cancel this Contract without penalty in accordance with the following:

- a. Until I receive a fully executed copy of this Contract. Upon such cancellation I will receive a full refund of all monies paid, including initiation fees.
- b. Within three (3) business days after signing this Contract and receiving a fully completed copy of this Contract. Upon such cancellation I will receive a full refund of all monies paid, including initiation fees.
- c. If I die or become permanently disabled. A permanent disability means a condition which precludes me from using one third (1/3) or more of the Club's facilities for six (6) months or more, and the condition is verified by a physician. Upon of cancellation under this Paragraph 5c., Fitness U shall refund to me all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term, and multiplying the result by the number of weeks elapsed in the contract term, less an administrative fee of Fifty (\$50) Dollars. Fitness U may require, at its expense, a physician examination of me by a physician mutually agreed upon, to verify my disability, and I hereby consent to such examination.
- d. If I move more than twenty-five (25) miles away from the Club. Upon cancellation under this Paragraph 5d., Fitness U shall refund monies using the same computation described in Paragraph 5c. above.
- e. If the Club closes for more than thirty (30) days and Fitness U fails to provide a comparable facility within ten (10) miles of the Club, I may cancel this contract upon written notice to Fitness U. Upon cancellation under this Paragraph 5e., I shall be entitled to a refund of all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.
- f. All money to be refunded upon cancellation of this contract shall be refunded within forty (40) days of the receipt of proper notice of cancellation, and any automatic transfer from my checking account or bank credit card shall be cancelled within forty (40) days after the cancellation

g. **BUYERS RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MAY CANCEL IT BY DELIVERING OR MAILING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WRITTEN NOTICE TO FITNESS U. THIS NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THIS CONTRACT. THE NOTICE MUST BE DELIVERED OR MAILED TO FITNESS U AT 201 STRAWBERRY SQUARE, HARRISBURG, PENNSYLVANIA 17101. IN THE CASE OF TERMINATION UNDER PARAGRAPH 5b., THIS NOTICE MUST BE DELIVERED OR MAILED BEFORE 12:00 MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN AND RECEIVE A COPY OF THIS CONTRACT. IN SOME CASES, AS DESCRIBED IN PARAGRAPHS 5a., c., d., and e. ABOVE YOU MAY ALSO CANCEL THIS CONTRACT**

