

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 ó pro-rated to next 15th 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 ðClubð). 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 ðApplicationð) are true, correct and complete. The Application is incorporated by reference and made a part of this Contact.

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 ðautomaticð 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 15th of the month. Subject to change, drafts (payments) are made on or about the fifteenth (15th) 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. The buyer shall notify the health club of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to the address specified in the health club contract; all money to be refunded upon cancellation of the health club contract shall be paid within forty (40) days of receipt of the notice of cancellation; if buyer has executed a credit, lien, or automatic funds transfer agreement with the health club to pay for health club services, any negotiable instrument or credit or lien agreement executed by the buyer shall also be returned and any automatic transfer shall be canceled 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**

Initials _____
 Date: ___/___/___

MEMBERSHIP CONTRACT
FITNESS U, L.L.C.

LATER IF YOU SIGNED IT BEFORE FITNESS U WAS COMPLETED, IF FITNESS U MOVES OR GOES OUT OF BUSINESS, IF YOU DIE OR BECOME PERMANENTLY DISABLED, OR IF YOU MOVE FROM THE AREA. IF YOU CANCEL FOR ANY OF THESE REASONS, YOUR NOTICE SHOULD STATE THE REASON AND FITNESS U MAY BE ENTITLED TO A CERTAIN PORTION OF THE CONTRACT PRICE. IF FITNESS U GOES OUT OF BUSINESS OR REFUSES TO GIVE YOU A REFUND, A BOND OR LETTER OF CREDIT HAS BEEN SECURED UNDER WHICH YOU MAY BE ENTITLED TO COLLECT. FOR DETAILS READ THIS CONTRACT CAREFULLY. ENFORCEMENT OF THE HEALTH CLUB ACT IS BY THE ATTORNEY GENERAL OF THE COMMONWEALTH OF PENNSYLVANIA OR DISTRICT ATTORNEY OF THE COUNTY IN WHICH FITNESS U 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 ATTORNEY.

- h. NOTICE: ANY HOLDER OF THIS CONTRACT 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.
6. **PROTECTION.** As required by the Pennsylvania Health Club Act, Fitness U has obtained a letter of credit from M and T Bank, 25 South Charles Street, 11th Floor, Baltimore, MD 21201 (The "Bank"). You may draw upon the letter of credit in the event that Fitness U fails to comply with the refund provisions of this Contract by providing Bank or the Office of Attorney General with written notice setting forth in detail your reasons for wanting to draw on the letter of credit and the dollar amount which you are claiming to be entitled to receive.
7. **SEE GUARANTEE.** Membership fees may be modified from time-to-time by Fitness U. However, no membership fee change will be applicable to me during the initial term of this Contract (but will be effective for any renewal periods).
8. **DEFAULT/REMEDIES.** Any monthly payment which is received more than ten (10) days after the due date shall be subject to a late charge of the greater of ten percent (10%) of the amount due or \$20.00, for the added administrative costs associated with same. Any payment that remains unpaid for thirty (30) days shall entitle Fitness U to terminate the membership, to suspend some or all membership privileges, and/or to take other actions permitted by law or in equity. Closing of account, insufficient funds or any other action which prevents the automatic charge for my monthly dues, if applicable, will be a material breach of this Contract. Member agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred after a material breach of this Contract.
9. **MEMBERSHIP CARDS.** I will be issued a membership card which will entitle me to enjoy the benefits of membership. I will present my membership card for admittance and I will be responsible for the proper use of the card. I will not permit anyone else to use my card. If my card is not presented I will be required to purchase a replacement card before admittance is granted at a cost of \$5.00 (\$10.00 for each additional replacement card during the same term). Upon termination I will surrender my membership card(s). Fitness U may issue a temporary replacement card for the remainder of the term.
10. **MEMBERSHIP PRIVILEGES:** I will be admitted to member activities such as open lounge, fitness training rooms, locker room, the sauna, and other designated facilities at no additional charge, as same may be available from time-to-time. Towels shall also be made available to me for use in the Club at no additional charge. Membership does not cover lessons, classes, individual or group training sessions, special programs, or rentals, some or all of which may be made available from time-to-time for additional charges. Not all programs, benefits, facilities, equipment, etc. will be available at all times. Memberships are not assignable or transferable and any attempted transfer or assignment shall be null and void.
11. **MEMBER'S RESPONSIBILITY.** All use of the Club shall be undertaken at my sole risk, and Fitness U and/or its Manager shall not be liable for any harm, injuries or damage to me or my property, or be subject to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of Fitness U and/or its Manager, its successors or assigns, as well as its officers and agents, for all such claims, demands, liabilities, damages, actions or causes of actions. It is specifically agreed that Fitness U and/or its Manager shall not be responsible or liable for articles lost, damaged or stolen in, about or in connection with the Club nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to Fitness U and/or its Manager, or the Club or its contents, or property or the property of any member by another member is the sole responsibility of the offending member. The foregoing notwithstanding, neither Fitness U nor its Manager shall be relieved by this Paragraph 11 from liability for its own gross negligence and/or willful misconduct.
12. **RULES AND REGULATIONS.** I acknowledge that Fitness U and the Club operates under rules and regulations established for the safety, comfort and protection of members or other patrons and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by Fitness U. Rules and regulations of Fitness U, in effect from time-to-time, are incorporated into this Contract by reference and made a part hereof. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of Fitness U, and I accept such reasonable changes as a condition of membership.
13. **GENERAL PROVISIONS.**
 - a. I acknowledge I have inspected the Club and same is in full operation. No promises, representations or warranties have been made to me by Fitness U or otherwise about the Club.
 - b. I acknowledge and agree that the Initiation Fee represents a reasonable charge for initiating my membership considering the time and effort required of Fitness U.
 - c. I acknowledge that it has been explained to me that this is a legally binding and enforceable contract and that I have agreed to maintain my membership for the period of time specified.
 - d. This Contract sets forth the entire agreement between me and Fitness U regarding my membership and any and all prior discussions, agreements, understandings or correspondence are hereby made null and void.
 - e. This Contract may be amended, modified or rescinded, or any rights hereunder waived, only by written agreement signed by me and Fitness U.
 - f. If any term or provision of this Contract is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this Contract shall remain in full force and effect to the fullest extent permitted by law.

“I understand that I am responsible for all reasonable collection fees, court costs and attorney fees associated with any unpaid balances due according to this Contract.” _____ **Initials**

We hereby agree to all terms of this Contract, intending to be legally bound hereby, and each of us has received a complete executed copy of this Contract.

Accepted by FITNESS U, L.L.C.

Member's Signature Date

Fitness Consultant Signature Date

Print Name

Print Name

We hereby renew this Contract upon the same terms for the period from _____, 200__ to _____, 200__.			
_____	_____	_____	_____
Member's Signature	Date	Fitness Consultant Signature	Date

We hereby renew this Contract upon the same terms for the period from _____, 200__ to _____, 200__.			
_____	_____	_____	_____
Member's Signature	Date	Fitness Consultant Signature	Date

Initials _____
Date: ____/____/____