



Fitness Center Membership Application and Agreement

I/We desire to become members of Hidden Valley Lake Fitness Center and hereby provide the following information of our application:

Member(s) Information: Lot # _____

1. Name _____ Scan Code: _____
Last First MI Date of Birth

2. Name _____ Scan Code: _____
Last First MI Date of Birth

Address: _____ Phone: _____
Number & Street City State Zip

Mobile Phone: _____ Email Address: _____ If you do not have an email address, please initial: _____

Occupation: _____ Employer: _____ Work Phone: _____

Business Address: _____
Number & Street City State Zip

Occupation: _____ Employer: _____ Work Phone: _____

Business Address: _____
Number & Street City State Zip

Family Members

3. Name _____ Age _____ Birth date _____ Scan Code: _____

4. Name _____ Age _____ Birth date _____ Scan Code: _____

EMERGENCY CONTACT:
Name: _____ Relationship: _____
Daytime Phone: _____ Evening Phone: _____

Membership Type:

- _____ Individual \$ _____ Member Name: _____
- _____ Add On \$ _____ Member Name: _____
- _____ Add On \$ _____ Member Name: _____
- _____ Add On \$ _____ Member Name: _____

Fees and Dues:

Enrollment Fee: To establish and qualify for membership, member agrees to pay a one time enrollment fee of \$ _____. Enrollment fee is non-refundable.

Monthly Dues for the membership selected are \$ _____ per month. Monthly dues for the following month, along with authorized member charges will be collected electronically on the 15th of the month, unless previously paid by other means. All members must provide Electronic Funds Transfer information required below. In the event we are unable to collect payment electronically, the member will be notified and payment must be made by other means, no later than the 20th day of the month in order to maintain membership privileges.

- I understand that all Enrollment Fees and Membership dues are subject to applicable state sales tax.
- I understand that all agreements are 12-month and will automatically renew on a month-to-month basis until cancelled by the member.
- I understand that my account will be charged and billed with the monthly billing for any programs and services not paid at time of registration.
- HVL POA dues must be current at all times or fitness membership will be suspended or terminated.

4. **SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT.** Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, HVL Property dues, or for behavior inimical to the enjoyment of the HVL Fitness Club by other members and staff for any reason deemed sufficient in the sole discretion of Management.
5. **BUYER'S RIGHT TO CANCEL OR TERMINATE.** Members have the right to cancel this contract within three (3) business days after receipt of a copy of this contract. **Cancellation must be in writing** and delivered to HVL Fitness Center either in person, by fax or by certified registered mail. All faxed and mailed cancellations will be dated 30 days from fax date or postmark. Dues for the final month will be pro-rated and billed during the final month. In the event of a three (3) day cancellation, the HVL Fitness Club will refund all enrollment fees and dues paid. Month-to-month members may voluntarily terminate membership at any time after their 12 month agreement for any reason by: 1) notifying the HVL Fitness Club in writing by fax, certified mail, return receipt requested or in person 30 days prior to cancellation and; 2) paying all current charges prior to termination. You may also cancel if the Member relocates more than 20 miles from the HVL Fitness Club and provides adequate proof of residence. HVL Fitness Club Enrollment Fees are non-refundable except as indicated above.
6. **UNPAID BALANCES.** All balances which are 30 days past due are subject to a \$25.00 monthly service fee. In addition to other rights, Management reserves the right to:
 1. **Collect the current and past due balance.**
 2. **Suspend and/or terminate membership privileges.**
 3. **Recover from Member(s) any collection fees, court costs, and reasonable attorney's fees agreed to be 30% of the entire balance due and owing.**
 4. **Collect a service fee of \$25.00 for any check or draft payable to the HVL Fitness Club which is not honored.**
7. **AGREEMENT AND RELEASE OF LIABILITY.** HVL Fitness Center will provide access to the building using the Keyless Entry Code System. I acknowledge the supervision is not always provided at the facility. I acknowledge that use of the Keyless Entry Code System by someone other than myself will result in loss of membership and a fine. **Initials**
8. **ENTIRE AGREEMENT.** This agreement and Bylaws constitute the entire and exclusive membership agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not continued herein, are hereby waived.
9. **I certify that I have received a copy of the Rules and Bylaws and have read and understand them.**

Signature of Member

Date

Witness