

COVINGTON

EST.  2011

ATHLETIC CLUB

MEMBERSHIP CONTRACT

GENERAL APPLICATION INFORMATION

NAME	EMAIL
SOCIAL SECURITY NUMBER	EMPLOYER
DATE OF BIRTH	EMERGENCY CONTACT NAME
SPOUSE'S NAME (IF APPLICABLE)	EMERGENCY CONTACT PHONE
ADDRESS	NAMES ON CONTRACT
CITY / STATE ZIP	REFERRED BY (IF APPLICABLE)
PHONE	

1. MEMBERSHIP TYPE(S) AND DUES

GROUP	MONTHLY DUES (PAID IN ADVANCE)
GENERAL PUBLIC	\$
CORPORATE / GOVERNMENT / STUDENT DISCOUNT	\$

KEY FEE (PLUS TAX)	\$ 15.00
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TOTAL DUE TODAY	\$
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START DATE

PAYMENT METHOD

CHECKING ACCOUNT

ACCOUNT #

TRANSIT #

BANK

CREDIT CARD:

VISA / MASTER CARD / AMERICAN EXPRESS / DISCOVER

ACCOUNT #

EXPIRATION DATE

V CODE (3 DIGIT)

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2. APPLICATION

I apply for membership in the Covington Athletic Club located in the River Highlands Shopping Center at: 400 River Highlands Blvd., Suite 6, Covington, Louisiana 70433. 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. First Payment: I must pay the Total Due Today upon signing this Contract.
- b. 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, in advance, for every full month after the Start Date hereof, and 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 credit card or by check (if pre-approved) delivered to the Club. If I change financial institutions, I will provide the Club in writing all information needed for the replacement automatic withdrawal. I agree to a month to month membership term and acknowledge that the automatic withdrawals (payments) will continue for each month of that this Contract is in effect unless I terminate my membership as permitted in this Contract or I convert to another payment option with the consent of the Club pursuant to a new written contract.

4. TERM

All memberships shall be on a month to month basis commencing on the Start Date (or if none is specified, then the date of this Contract).

- a. Cancellation: Member may cancel this contract at anytime by providing written notice to the Club at least ten (10) days prior to the end of month in which the notice is given (the "Cancellation Notice"). In the event the Cancellation Notice is not provided to the Club by the Member within the aforementioned time frame, this Contract shall automatically renew for an additional month and the Member's cancellation will not be effective until the end of the following month. Any Cancellation Notice shall be in writing and delivered by mail or in person at the following address:

COVINGTON ATHLETIC CLUB
ATTN: MEMBER CANCELLATION
400 RIVER HIGHLANDS BLVD., SUITE 6
COVINGTON, LOUISIANA 70433

5. FEE GUARANTEE

Membership fees may be modified from time-to-time by the Club. However, no membership fee change will be applicable to me without thirty (30) days advance written notice of the Club is intention to change the membership fee and a detail of the intended change.

6. 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 \$20.00, for the added administrative costs associated with same. Any payment that remains unpaid for thirty (30) days shall entitle the Club 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.

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7. MEMBERSHIP KEY ACCESS

I will be issued a membership access device which will entitle me to enjoy the benefits of membership. I will present my membership access device for admittance and I will be responsible for the proper use of the device. I will not permit anyone else to use my device. If my device is not presented I will be required to purchase a replacement device before admittance is granted at a cost of \$20.00. Upon termination I will surrender my membership device(s). In event my membership device is lost or stolen, I will notify the Club of same within three (3) business days thereof and will pay the \$20.00 replacement fee for a new membership device.

8. MEMBERSHIP PRIVILEGES

Memberships are not assignable or transferable and any attempted transfer or assignment shall be null and void.

9. MEMBER'S RESPONSIBILITY

All use of the Club shall be undertaken at my sole risk, Covington Athletic Club 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 the Club 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 the Club 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 the Club 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.

10. RULES AND REGULATIONS.

I acknowledge that 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 the Club. Rules and regulations of the Club 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 the Club, and I accept such reasonable changes as a condition of membership. A copy of the current Club Rules and Regulations is attached hereto as Exhibit "A" and I have reviewed them and consent to be bound and abide by them.

11. 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 any employee, agent or otherwise about the Club.
- b. 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.
- c. This Contract sets forth the entire agreement between me and the Club regarding my membership and any and all prior discussions, agreements, understandings or correspondence are hereby made null and void
- d. This Contract may be amended, modified or rescinded, or any rights hereunder waived, only by written agreement signed by me and the Club.
- f. The Club may for any reason, in its sole and absolute discretion, cancel my Membership at any time. All memberships, shall be on a month to month basis commencing on the Start Date (or if none is specified, then the date of this Contract).

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We hereby agree to all terms of this Contract, intending to be legally bound hereby.

Accepted by COVINGTON ATHLETIC CLUB

MEMBER SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

DATE

DATE

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EXHIBIT "A"

TERMINATION OF MEMBERSHIP: The Club may terminate with or without cause any membership in writing to the terminated member via mail. A terminated Member will remain liable for all dues and other indebtedness incurred. Use of the Club's facilities is available only to Members in good standing.

LOST AND FOUND: The Club is not responsible for personal items lost or left at its facilities. Any items found at the Club will be kept for thirty (30) days and then donated or discarded.

VALUABLES: For your protection, do not bring valuables into the Club. The Club is not responsible for or liable to Members for damaged, lost or stolen items.

DAMAGES: The Member shall pay for any damage to the Club's property by the Member, Member's guest or dependent children.

CELL PHONE USAGE: Out of respect for other Members and their workout experience, please refrain from cell phone use while at the Club

ATTIRE: For safety and hygiene reasons, Members must wear proper athletic attire, including shirt, pants/shorts and footwear (no sandals, flip-flops or bare feet are permitted) during a workout.

GUESTS: For safety reasons, Members may not bring nonmember Guests to the Club any reason other than demonstration of the equipment for prospective *membership*, and then only during staffed hours.

HOURS OF OPERATION: The Club's hours are posted on the premises. These times are subject to reasonable adjustments and may be changed for holidays or maintenance purposes at the discretion of the Club.

DOOR KEY ACCESS: Members must use a Door Access device to gain admittance to the Club. Only Members with a Door Access Device have FULL access to the Club during all operating hours and should not open the door for Members/others without a Door Access Device.

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