

**OFFICE USE**

- XCEL RPT
- ACH DRAFT
- QTR DRAFT
- PREPAY RPT
- FIRM POS
- EMAIL ADD

**18 MONTH AGREEMENT**

• IND • COUPLE • FAMILY • SENIOR • SENIOR COUPLE • STUDENT

• SILVER IND (1yr agreement w/HydroMassage for \$15)

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Applicant Name \_\_\_\_\_ Member # \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home # \_\_\_\_\_ Cell # \_\_\_\_\_ Email Address \_\_\_\_\_

Employer \_\_\_\_\_ Work Tel \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

**Spouse or Children under age 22 residing with family: (If part of membership)**

Name \_\_\_\_\_ Member # \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ Member # \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ Member # \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ Member # \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ Member # \_\_\_\_\_ DOB \_\_\_\_\_

DUES PAID = \_\_\_\_\_

DRAFT AMOUNT: \_\_\_\_\_

ANNUAL FEE PD = \_\_\_\_\_

DRAFT START DATE: \_\_\_\_\_

TOTAL PAID = \_\_\_\_\_

ANNUAL FEE: \$30/Member

CK# \_\_\_\_\_ CREDIT/DEBIT \_\_\_\_\_ CASH \_\_\_\_\_

DRAFTED QTRLY AT \$ \_\_\_\_\_

QTRLY DRAFT DATE: Jan 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, Oct 1<sup>st</sup>

**Initial**

\_\_\_\_\_ I agree to pay the monthly fee and to honor the 30 day cancellation policy.

\_\_\_\_\_ I agree to pay the annual fee in the amount of \$30/Person in four quarterly payments of \$7.50/Member.

\_\_\_\_\_ I understand there will be a \$30 return fee added to my dues for any second draft attempt due to insufficient dues.

\_\_\_\_\_ I agree to not stop payment to FSF and agree to honor the 30 day cancellation policy.

## Agreement

I hereby apply for membership to The FAMILY SPORTS & FITNESS (FSF). I agree to be bound by governing rules and regulations now written or may hereafter exist. I agree to use the facility at my own risk. Any medical expense incurred by me, my family, or guest for injuries sustained while participating in activities at the FSF will be my responsibility.

The membership of any member may be cancelled by the FSF or suspended for any period of time in the event of violation of any rule or regulation, or any conduct which in the opinion of the FSF is prejudicial to the welfare, good order and character of the club. Any member or guest(s) of the member, found willfully destroying or abusing any FSF property or equipment, will be subject to immediate expulsion without refund of any advance dues or fees and could be liable for any damages resulting from such actions.

Member assumes all risk of injury, death, damage, or injury to or theft of property, to member and member's family, guest, invites, and employees, and their property, however caused, and whether occurring on the property belonging to FSF or under control of the FSF, whether any such injury, death, damage, or injury to property is alleged to have arisen in whole or in part from the primary or secondary, or active or passive, ordinary negligence of FSF or Its officers, directors, agents, or employees, or by reason of any condition of property belonging to or under FSF'S Control.

### Minor Participant Liability Agreement

This is to certify that I as parent/guardian with legal responsibility of the minor participant will stay with the minor under the age of 15 years old in weight rooms and cardio areas. I as parent/guardian do consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless FSF from any and all liability incidents to my minor child's involvement or participation in these programs as provided. Even if arising from the negligence of the FSF, to the fullest extent permitted by law.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

**FSF reserves the right to modify its rules, policies, regulations and rates at any time. All members will be obligated to said changes without prior notice. FSF will draft the members account monthly on the designated date of the 1<sup>st</sup> or the 15<sup>th</sup> for monthly dues, and quarterly for the Annual Fee. In the event that a draft is denied for "Insufficient Funds" FSF will attempt a 2<sup>nd</sup> draft within 15 days of the ISF draft with an additional \$30 service charge. To cancel your membership a termination form must be filled out one (1) calendar month prior to cancellation (forms at the center). 75% of the balance remaining on the contract must be paid in order to cancel. Verbal cancellations WILL NOT BE ACCEPTED. This policy applies to monthly dues only; annual dues and semi-annual dues are NON-REFUNDABLE. All outstanding balances owed to the FSF will be added to your final draft unless paid up front. Failure to comply will result in further action. Any membership additions or addendums added to this contract will change the contract start date to the date that the changes are made.**

*Int.* \_\_\_\_\_ *Date* \_\_\_\_\_

I hereby make application for membership to the FSF and agree to abide by all rules and regulations governing the facilities as established by the club management. I have read the above and agree to be bound to all rules and regulations. I understand that this contract is legal and binding and that my contract ends on \_\_\_\_/\_\_\_\_/\_\_\_\_, 18 months from the date of the signed contract unless a membership promotion alters the date in which commitment begins or addendums have been added to my membership. **After this date my membership will automatically continue on a month-to-month basis until I give proper notification to FSF by following the cancellation procedures.**

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Spouse Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Staff Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

You, the buyer, may cancel this contract at any time prior to midnight of the third business day after the date of this contract by submitting a written request.