

Free Time Fitness Membership Agreement

Agreement made on the ___ of _____, _____, between Notaro Health Group, Inc. is existing under the laws of the state of New York, with its principal office located at 3135 Niagara Falls Blvd. Amherst, NY 14228 & 9570 Transit Rd. East Amherst, NY 14051 referred to herein as **Free Time Fitness** and

(**Member Name**) _____ (**Date Of Birth**), _____
(**Street Address, City, State, Zip**) _____.
(**Phone #**) _____ (**Email**) _____
(**Ins Name & ID#**) _____

How did you hear about us? _____

Credit Card info for payment Visa/MC/Discover/Flex _____

Whereas _____ desires to become a member of Free Time

(*Member Name*)

Fitness and cannot become a member without agreeing to the terms and conditions of this agreement.

1. Membership Fees and Cancellation (Select One)

- Monthly Membership: \$ _____ per month on the _____ of each month for 12 months.

- Monthly Membership: \$ _____ per month on the _____ of each month on a month to month term.

- Yearly Membership: \$ _____ on _____ ending on _____.

Memberships and services must be paid in advance. All fees and scheduled payments are presented on the *payment authorization document*.

The obligation of payment is not dependent on the availability of all of Free Time Fitness's facilities and equipment. Repairs and general maintenance of some facilities may make it necessary for Free Time Fitness to restrict use or close one or more of the facilities. Membership fees will not be reduced or suspended during the time when one or more of the facilities are not available.

Monthly billed members will continue membership after 12 month commitment has been met and will continue to be billed on the day listed above until cancellation of membership occurs. Cancellation of membership must be provided in writing to Free Time Fitness and in person 30 days prior to the cancellation of membership. There are no refunds for membership fees and Free Time Fitness will not prorate a cancelled membership. Any member that wishes to cancel their membership will receive a copy of the *cancellation form* as proof of cancellation.

Additional Rights to Cancellation:

- By a doctor's order, you cannot physically receive the services because of significant physical disability for a period of time in excess of six months.
- If you die, your estate is relieved of any further obligation for payment under the contract not then due and owing.
- If you move more than 25 miles from any health club operated by the seller.
- If the services cease to be offered as stated in this contract.

The member agrees that if they fail to use Free Time Fitness facilities that shall not release the member from the payment obligations to make all payments as stated and required by this contract.

2. Three Day Right of Recession

New members have three days after signing this agreement to rescind the agreement without penalty. If the agreement is canceled within three days, Free Time Fitness will refund all amounts paid by the member within 30 days of cancellation. In order to cancel, new members must complete the *cancellation form* with one of the staff members during normal business hours.

3. Freeze Policy

Members may put their membership on a freeze, on a monthly increment, for up to three months per year. Notice of the freeze must be given to Free Time Fitness employees in writing by completing the *freeze form* during normal office hours prior to their normally scheduled payment date. Members will not be billed during the months in

which their membership is frozen. Billing will resume automatically at the end of the frozen term and does not require notice. A copy of the *freeze form* will be provided to any member who freezes their membership. If the member has paid for their membership in complete, the member can extend their membership by up to 3 months, if the membership is frozen, at which point the membership will be extended by the amount of frozen months.

4. Attire

Proper attire is required for members using the facility. Shirts, closed toed shoes, and clean clothing are mandatory.

5. Equipment

All equipment must be used as designed to ensure the safety of members. If a member is not familiar with how to use a piece of equipment, he/she must ask for instruction from a staff member. Instruction is available for members during normal business hours. Members who abuse equipment in any fashion will be asked to leave the facility. Management reserves the right to terminate membership of anyone who inappropriately uses or causes damage to the equipment.

6. Conduct

Free Time Fitness is committed to the health, safety, and welfare of each of its members and staff and will not tolerate any unreasonable, threatening, obscene, vulgar, harassing, indecent, or illegal behavior (including the use of drugs and or steroids). Free Time Fitness reserves the right to judge behavior and respond accordingly in any situation. These rights include but are not limited to the termination of membership of any member that is exhibiting any unacceptable behavior, in which the balance remaining in this contract will be declared due and payable in full immediately.

7. Training

Free Time Fitness is staffed with Personal Trainers and Group Instructors. Access to these trainers is available at an additional cost separate from this membership

agreement. A complimentary fitness evaluation is provided at the start of each membership. Outside trainers (or anyone acting as a trainer) are not permitted to do business in the facility, whether in the form of client solicitation or training.

8. Lockers

Lockers are available for use on a daily basis for members who wish to use them. The member must supply their own lock. Locks and articles left in a locker for longer than two days will be removed and placed in the lost and found.

9. Damages

Members are responsible for paying for any damages to Free Time Fitness property which is a result of willful or negligent conduct of the member or the member's guest.

10. Lost Property

Free Time Fitness is not responsible for any lost or stolen items. Lost and found items that are not claimed will be disposed of after 30 days.

11. Guests

Guests are permitted in the facility accompanied by the member that they are coming with during normal business hours only unless otherwise agreed upon, in writing by management. Guest passes are available for purchase at daily rates. Guests must sign in and complete a liability waiver at the office desk in order to use the facility. Free Time Fitness reserves the right to, at the sole discretion of the facility management, charge a guest fee and or have the membership of those who violate this policy suspended or cancelled, the balance of the contract declared due, and paid in full immediately.

12. Late Payments and Arbitration

A late payment fee of \$15 will be charged to any past due account. Membership dues must be paid on the day listed above as agreed upon in this contract. Free Time

Fitness reserves the right declare balances due including but not limited to costs of collection, agency fees, court costs, and attorney fees if the account were to default.

Arbitration: All disputes (except small claims under \$1000) will be settled by binding arbitration before a single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in the county in which this facility is located unless otherwise agreed. All arbitration proceedings must be made by an individual claimant, and will be conducted on a "class" basis. The decision of the arbitrator must be a reason award. The decision of the arbitrator will be final and binding and may be enforced by a judgment entered upon the arbitration award by any state or federal court in this state. Any award from the arbitrator may be appealed under the Appellate Arbitration Rules of the American Arbitration Association.

13. Safety Notices

The facility is under 24-hour recorded surveillance, which may be retained if by Free Time Fitness for subsequent review, and member access card usage is logged. The member is not to let anyone else use their access card and must alert Free Time Fitness immediately if it is lost or stolen. Each member is responsible for understanding how to operate panic alarms and only to use them in the case of an emergency.

14. Waiver, Release, and Assumption of Risk

The member understands and agrees that he/she is voluntarily participating in physical activities that may expose the member to a level of risk of injury and even death. The member is aware of these associated risks and accepts any and all risks of participation while inside the facility.

The member represents that he/she is in good physical health and that the member will notify Free Time Fitness in writing if he/she becomes unable to participate due to physical or mental considerations. The member understands that Free Time Fitness is allowing he/she to use the space and equipment for physical activity. The member agrees to hold Free Time Fitness harmless, as well as its owners, managers, trainers, and employees, against loss (including attorney fees) from any and all claims of negligence,

demands, rights, or causes of actions of any kind of nature that may hereafter at any time be made or brought by the member or on the members behalf, for any known or unknown reason, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by the member as a direct or indirect result of participating in the aforementioned activities and use of any and all equipment in Free Time Fitness. I understand that Free Time Fitness is relying on this release in agreeing to enter into this agreement.

The provision of this paragraph shall continue in effect even after the termination of membership for the member at Free Time Fitness.

This notice provides important information regarding payment options. The member may make payments on an installment basis or one single payment. Paying the full amount may involve a financial risk. New York State Law requires certain health clubs to post bond or other financial security to protect members in the event the facility closes. This facility is exempt from this requirement due to giving the member the option of paying on an installment basis. If the facility closes, although the company will be legally liable for a refund, the member may risk losing their money if the facility is unable to meet its financial obligations to member

15. Closing

The member has read, and fully agrees to the terms of this agreement and understands and agrees that by signing this document (which contains a waiver, release, and assumption of risk) the member has given up considerable future legal rights. The member has freely, voluntarily, under no duress or threat of duress, signed this contract and certifies that he/she is competent to enter into this agreement.

By signing below, the member agrees to comply with any and all rules and regulations of Free Time Fitness as listed in this contract.

Free Time Fitness

Member Name: _____

Signature: _____

Date: _____ Witness: _____