

PENFIELD FITNESS MEMBERSHIP AGREEMENT RULES

The membership is between Penfield Sport & Fitness referred to in the agreement as “Club” and is part of the contract agreement on the reverse side.

1. The member understands and agrees to be bound by the rules and regulations of the Club as they may be amended or supplemented in the future.
2. All membership fees are non-refundable.
3. All memberships are transferable with a \$35 transfer fee.
4. Member’s Health Warranty. Member and buyer warrants and represents that member (and other members under the family membership applied for) has no disability, impairment or ailment preventing him/her from engaging in active or passive exercise or that will be detrimental or inimical to his/her health, safety or physical condition if he/she does so engage or participate. This representation is made by Member knowing that Management will rely upon same in respect to the issuance of this Membership Certificate.
5. Indemnity Agreement. Buyer and member assume all liability and hold harmless and indemnify the club for any injuries suffered by member (and other members under family memberships) as a result of the use of the club facilities.
6. Presentation of membership card. No one will be admitted to club without displaying a valid membership card or unless registering as a day guest. Membership cards are not transferable.
7. Unsupervised children 14 years of age and under must be in the nursery at all times unless participating in a scheduled, supervised program, or accompanied by a non-participating adult. Children 13 years of age and younger may not use spa facilities. Children must be 14 years of age in order to be eligible for Fitness Center programs.
8. Members are expected to abide by the court reservation policies, as they may be determined by the club to best accommodate the membership. Court cancellation, fitness services and other appointments must be made 24 hours in advance of scheduled time, otherwise the membership will be charged, unless the court is resold. “No Shows” and late cancellations will be billed for scheduled times.
9. Membership has been limited to assure availability of courts and the use of the entire facility by members and their guests.
10. Damage of “Club” property shall be paid for by any member who willfully or negligently causes such damage.
11. The “Club” management reserves the right to utilize the “club” facilities for special events, private parties, tournaments or other activities it may deem desirable.

12. Members and Guests must check in at the reception desk upon arrival, present current membership cards and pay all fees. All guests must be greeted by a membership director. All guests must fill out a guest waiver and any appropriate guest fees. All guests must be accompanied by a member. Standard guest fees are

\$15.00 per day and guests may use the club (3) times per year.

13. Members, visitors and guests are responsible for their own property, and the "Club" is not responsible for theft or damage.

14. Monthly fees are subject to review and change. Fees may be changed with 60 days notice to current members.

15. Members may change their type of membership and monthly fees at the current service rate.

16. "Club" hours are subject to change.

17. Buyer's Obligation, Except upon proper expressed cancellation and transfer rights, buyer shall not be relieved of his obligation to make use of the club's facilities.

18. Dishonored check or bank draft. If any check or draft payable to the "Club" is not honored, in addition to the other rights it may have, management shall have the right to: (A) Assess a service charge of \$20 for each check or draft so dishonored to reimburse the "Club" for the costs of collection, (B) Collect the current and pastdue balance in any subsequent month.

19. Change of address. All members must notify the "Club" in writing of any address, name change, or phone number change.

20. Change of membership. If the case where one family member discontinues his or her membership (regardless of which it is), the other adult member would be charged for the "1st family member" monthly dues rate.

21. Smoking is not permitted anywhere in the "Club".

22. Additional Rights to Cancellation. You may also cancel this contract for any of the following reasons (with 3rd party verification):

If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months.

If you die, your estate shall be relieved of any further obligation or payment under the contract not then due and owing.

If you move your residence more than twenty-five miles from any health club operated by seller.

If the services cease to be offered as stated in the contract.

All monies paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within fifteen days of receipt of such notice of cancellation; provided that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract.

In no instance shall the seller demand more than the full contract price from the buyer. If buyer has executed any credit or lien agreement to pay for all or part of

health club services, any such negotiable instrument executed by buyer shall also be returned within fifteen days.

23. Upon expiration of the contract term as stated in Payment Schedule section the membership will continue on a monthly basis.

24. Freeze \$15 per month service fee to maintain membership available with 30 days written notification. Upon reactivation, member will come back at the current rate.