

MEMBERSHIP APPLICATION

This application will be retained by Penfield Sport & Fitness and is subject to approval by the management. Upon acceptance, the applicant will receive a membership card.

01 Name: _____ Male Female Date of Birth: _____
 Home Address: _____ City: _____ State: _____ Zip: _____ Phone: _____
 Business: _____ Position: _____ Phone: _____ E-Mail: _____
 Address: _____ City: _____ State: _____ Zip: _____
 02 Name: _____ Business: _____ Phone: _____ Date of Birth: _____
 03 Child's Name: _____ Date of Birth: _____ 04 Child's Name: _____ Date of Birth: _____
 List any medication restrictions and special medication: _____

MEMBERSHIP OPTIONS

Check One:	Check One:	Check One:	(Specialty Memberships)
<input type="checkbox"/> Individual	<input type="checkbox"/> 1 year	<input type="checkbox"/> Month to month	<input type="checkbox"/> Corporate
<input type="checkbox"/> Twosome	<input type="checkbox"/> 2 years	<input type="checkbox"/> Weekend	<input type="checkbox"/> Junior
<input type="checkbox"/> Family			<input type="checkbox"/> Senior
			<input type="checkbox"/> Police / Fire / Military

BUYER'S RIGHT TO CANCEL

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM

THIS DATE: _____

Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the buyer. All moneys paid pursuant to such contract shall be refunded within 15 business days of receipt of such notice of cancellation. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days. See back for additional rights to cancellation.

PAYMENT SCHEDULE

Initial Fee: _____ First Month Dues: _____ Total Paid: _____ Membership to begin on _____

Prepayment Plan:
 Payment of _____ covers membership dues for _____ consecutive months (minimum of 12) Expiration date: _____

Monthly Payment Plan:
 Amount of _____ per month for _____ months (minimum of 12 _____ initial) is to be drawn on an approved bank draft (EFT) system, or on monthly credit card drafts. Payments are to begin on _____. At the conclusion of the original contract term, the membership is to continue on a monthly basis at prevailing rates. The member may cancel at any time after the expiration of the original contract term by giving written notice 30 days prior to discontinuing electronic funds transfer. _____ initial

Variance (if any) _____

CHECK FREE REQUEST FORM

I/We hereby authorize Penfield Sport & Fitness to charge by Bank Check/Savings account, MasterCard, Visa, American Express, or Discover for my/our monthly dues at Penfield Sport & Fitness (A voided check or photocopy thereof, or a voided slip must accompany this application). I/We agree that the monthly dues are payable in advance, and will be charged to my/our account on the 8th day of each month. I/We understand that to cancel this agreement after the expiration of the contract term, I/We must send written notification to Penfield Sport & Fitness and surrender my/our identification card(s). In addition to any other notification pursuant to the contract, member to give club at least 30 days notice to cease payment by Electronic Funds Transfer.

Date: _____ Signature: _____

THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS

You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risks to you. Read this notice carefully before making a decision.

New York state law requires certain health clubs to post a bond or other financial security to protect members in the event the club closes. This club is exempt from this requirement since it gives its members the option of paying on an installment basis, therefore it need not post a bond or other form of financial security.

In deciding whether to make your payments on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet its financial obligations to members.

I hereby acknowledge that I have read and understood this Membership Agreement and Buyer's Right to Cancel, and that I have received a signed copy of this agreement.

Signature of member: _____ Date: _____
 Signature of Membership Director: _____ Date: _____

Office Use Only	Amt	_____	_____	_____	_____	=	_____
		Fit. Cons.	Mem. Code	Misc.	Misc.		Total Paid
	Staff	Cash	Check	Credit Card	Commission		

MEMBERSHIP AGREEMENT

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 past-due 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.

BANK USE ONLY

So that you may comply with the pre-authorized Checkfree plan set forth on the reverse side of this form, this company agrees:

1. To indemnify you and hold you harmless from any loss that you may suffer as a consequence of your actions resulting from or in connection with the execution and issuance of any check, whether or not genuine, purporting to be executed by this Company and received by you in the regular course of business, including any costs or expenses reasonable incurred in connection therewith.
2. In the event that any such check shall be dishonored whether with or without cause, and whether intentionally or inadvertently, to indemnify you for any loss.
3. To defend at our own cost and expense any action which might be brought by depositor or any other person because of your action taken pursuant to said authorization and direction, or in any manner arising by reason of your participation in the foregoing payment plan.

Authorized by: _____