

Priceville Event Center Fitness Membership Agreement

This Membership Agreement (hereinafter referred to as the "Agreement") is made and shall be effective as of the ____ day of _____, 20____ (hereinafter referred to as the "Effective Date"), by and between Priceville Event Center Fitness (hereinafter referred to as "PEC"), located at 250 Marco Drive, Priceville, Alabama and Member _____ [Client Name] (hereinafter referred to as the "Member").

PEC and Member are collectively referred to as the "Parties" and individually as the "Party".

PEC offers access to fitness facilities and equipment for Single Memberships, Couples (2 persons), or Family Memberships (3 or more) either during specified hours, or on-demand, depending upon the Member's selected level of membership. Personal training and fitness classes may be available by arrangement with third-party providers offering such services through PEC's Fitness facility (referred to herein as PEC Fitness).

By providing the information below and executing this Agreement Member agrees to become a member of PEC Fitness and to abide by the terms of this Agreement and the rules and regulations applicable to use of fitness facilities at PEC Fitness. For members selecting "Couple" or "Family" membership plans, Primary Member represents that each listed family member is a member of Primary Member's household and acknowledges responsibility for advising PEC if at any time during this Agreement, any listed family member no longer resides in Primary Member's household. Primary Member shall provide requested information related to each eligible family member (children under age 16 are not eligible for membership). Member, as used herein, shall apply to all persons eligible under Couple or Family memberships, as applicable. Primary Member Name: _____ Gender _____ DOB: _____

2. [For Couple or Family Memberships Only] – Names, gender and DOB of other eligible family in household:

Name: _____ Gender _____ DOB: _____

Name: _____ Gender _____ DOB: _____

Name: _____ Gender _____ DOB: _____

3. Address: _____

4. Phone #: _____ Additional Ph. #: _____

5. Email: _____

Health Attestation

Member attests that he/she and [for couple or family memberships] each other eligible family member is fully able to participate in an exercise routine of their choice without undue risk.

Terms and Conditions

The following terms and conditions shall define and govern the relevant aspects of this Agreement for the Primary Member and all other eligible family members:

1. Membership Levels, Applicable Fees and Access

This Agreement entitles the Member to access PEC's Fitness facilities ("Facilities") at times determined by Member's level of membership as long as the dues are paid in advance to PEC.

The Membership levels available at PEC Fitness are as follows:

- Regular Membership – provides access to Facilities during regular hours of operation

Member fees will be based on and paid according to the following options:[circle agreed plan/cost]

Plan	Term	Individual	Couple	Family (3 or more)
Regular	Monthly	\$20.00	\$30.00	\$50.00
	Seniors (60 or over), Students, Educators, Military, First Responders	\$15.00	—	—
	Employee Monthly	Included benefit	\$10.00	\$30.00
	Annual	\$200.00	\$300.00	\$500.00

NOTES:

- Monthly memberships must be paid in advance beginning on the date of execution of this agreement and continuing monthly on the first day of each month thereafter. Payments will be delinquent and subject to a late fee if not paid by the fifth (5th) day of the month.
- Annual memberships must be paid in advance on the date of execution of this Agreement in 1 lump sum and renewal payments will be due on the anniversary date of the execution of this Agreement.
- A late fee of \$5.00 will be charged post on the 10th day of each month if the payment is not made on time.

2. Term

The Membership shall commence on the date this agreement is signed (hereinafter referred to as the "Commencement Date") and shall continue until the end of the monthly or annual term, or until the membership is terminated by either party.

3. Right of Cancellation

To cancel membership without penalty, the Member must inform PEC in writing within ten (10) days after signing this Agreement.

4. Membership Freeze Policy

Members may freeze annual memberships for up to three (3) months in one calendar year without charge. If frozen under this policy, the Facility will not be available to use of the member during the requested Freeze Period. A Freeze is effective only upon five (5) days' prior written notice to PEC before the Freeze is to take effect. The freeze request must state both the freeze start date and resume date. Once you resume any usage of PEC, the freeze will terminate. The time of any freeze will extend the Annual Membership term by the amount of time of the freeze.

5. Termination

The Member may terminate this Agreement upon ten (10) days' prior written notice to PEC. Upon the termination of this agreement, the Member shall immediately return to PEC any card, access code, or other material issued to the Member.

This Agreement may also be immediately terminated in the event there is a breach of the terms of this Agreement by either party. This Agreement shall also terminate upon the death of the Member, or because of significant physical or medical disability for a period in excess of one (1) month.

6. Assumption of Risk and Potential Liability

The Member acknowledges and agrees that there are risks involved with any fitness and physical activity, the use of exercise equipment, and participation in an exercise program, and such risks may include the risk of serious bodily injury or death.

By signing this agreement, the Member knowingly and voluntarily assumes all risks of liability, loss, illness, death, or injury caused or arising out of any use of the Facilities or the participation in any activities by the Member and indemnifies PEC and the City of Priceville from any injury, loss, claim or damages arising from such participation, membership in PEC Fitness, or member's access to or use of Facilities in any manner whatsoever.

7. Lost Goods

PEC takes no responsibility for lost or stolen goods. Lost and found goods not claimed after ten (10) days will be donated to charity or thrown away.

8. Damages

The Member shall pay for any damages incurred to the facilities, equipment or premises of PEC, resulting from negligence, misconduct, or intentional action of Member or his/her guests.

9. Rules and Responsibilities

- a. While using the Facilities or equipment of PEC Fitness, Member shall abide by all the safety guidelines and regulations posted, printed, published or otherwise established out by PEC Fitness.
- b. Member agrees to abide by PEC's dress code at all times while in the facility.
- c. Consumption of drugs, alcohol, tobacco, or similar addictive substances is strictly prohibited at the Fitness facility provided by PEC.
- d. Verbal or physical altercations with staff or other members are prohibited and may result suspension or termination of membership
- e. Member is expected to update or renew membership status on a monthly or yearly basis or give timely notice of intent to cancel or non-renew membership.
- f. Members must respect each other in all circumstances and should take care to use equipment correctly and consistently with instructions.
- g. Members shall wipe down all equipment after each use and re-rack weights used.
- h. Persons under the age of 16 are not permitted in the fitness area unless otherwise agreed.

10. Arbitration

Any dispute arising from this Agreement, shall be resolved by Arbitration to be conducted in Morgan County, Alabama, in a manner consistent with the rules of the American Arbitration Association. The Arbitrators' decision shall be final and will be binding on both the Parties.

11. Miscellaneous

- a. Binding: This Agreement shall be considered binding upon the Member and PEC.
- b. Notices: Any and all notices can be made to PEC at 250 Marco Drive, Priceville, AL 35603, and to Member at the mailing or email address provided above.
- c. Governing Law: This Agreement here to shall be governed and interpreted in accordance with the laws of Alabama.
- d. Entirety: This Agreement constitutes the entire agreement between the Parties with respect to the matter of subject hereof and supersedes all prior agreements, purchases, understandings, and negotiations, written or phonated, between the Parties.

12. Acceptance and Signature

This Agreement is agreed to by PEC and Member who have signed this Agreement below as of the Effective Date stated first above:

Priceville Event Center

[Member Name]

By: _____

Its: _____