

Membership Agreement

3353 Peachtree Road N.E.
Suite T-01
Atlanta, GA 30326



(404) 442-2660

www.cityclubofbuckhead.com

Member #: _____

Date: ____/____/____

Last Name: _____

First Name: _____

E-mail: _____

Date of Birth: ____/____/____

Address: _____

City/State: _____

Zip: _____

Phone (Cell): _____

Phone (Work): _____

Company/Firm: _____

Are you interested in Personal Training? YES NO

How did you hear about the Club? _____

“In consideration of my desire to be a member of The Club and notwithstanding any other terms and conditions, I agree to make monthly dues payments of \$_____ in the manner described below until my membership is terminated under the provisions of Article IV on the reverse side of this agreement.”

Term Agreement Begins: _____

Monthly Agreement Begins: _____

Membership Charges:

Initiation Fee.....\$_____

Monthly Dues.....\$_____

Locker Dues.....\$_____

_____ \$_____

Total.....\$_____

Paid By: Cash Check Credit Card

Credit or Debit Card on File:		
Name as it appears on card: _____		
Billing Address if different from above: _____		
City: _____	State: _____	Zip: _____
Card Number: _____		
Expiration Date: _____	CVC: _____	

NOTICE OF CUSTOMER RIGHTS

1. You have the right to cancel this contract during the first fifteen days after the contract is made, if, due to health, illness, injury, or change in residence, you are unable to use the full Membership privileges in this contract. If you cancel, you will have to pay only for the goods or services you are entitled to up through the month in which you cancel. You must notify The Club, per certified or registered mail, at the address given in this contract, of your intention to cancel, or your cancellation will not be effective. If your cancellation is due to illness or injury, a doctor’s certificate must accompany your notice of cancellation to The Club.

2. If this facility is closed for a month or more, the consumer also is entitled to his choice of either an extension of the contract or prorated refund, except if the closing is not the fault of the facility, in which case the choice of remedy is The Club’s.

The Member has the right to cancel this contract within seven (7) business days after the date of the signing of the contract by notifying The Club in writing of such intent and by either mailing the notice by certified or registered mail to The Club at the above address or hand delivering the notice to The Club before closing on the third business day after the date of the contract.

State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health spa ceases to conduct business. Health spas do not post a bond, and no other protections may be provided to you should you choose to pay in advance.

If you have a history of heart disease, you should consult a physician before joining a health club.

I hereby authorize The Club, or its assignee(s), to debit my account of all monthly dues and/or charges as long as this Membership Agreement remains in effect.

I hereby agree to the terms and conditions of this Agreement printed on the front and reverse side of this application (which may be amended from time to time) and specifically acknowledge that I understand the continuation and termination of membership contained in Article IV and the waiver of liability contained in Article V of this Agreement.

Member Signature

Date

The Club

Date

NOTICE

ANY HOLDER OF THE CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVER HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Article I Membership

Section 1. Provisions. The classification of Members, the amount of dues payable by the Members of each class, the amount of initiation fees, the suspension and expulsion of Members, and all other matters affecting or relating to the Members or membership shall be under the complete control of the Club. The dues applicable to any type of membership and any other charges imposed by The Club may be amended at any time without notice.

Section 2. Nondiscrimination. It shall be the policy of The Club to accept applications for membership from any individual or business group of good character and responsible credit background without regard to race, creed, color, sex or national origin.

Section 3. Member Defined. The term "Member" within the meaning of this agreement shall include individual, corporate or group members.

Article II Classification of Members

Section 1. Individual Membership. Individual Memberships shall consist of individuals, whether or not married, having privileges to use The Club's facilities upon payment of the appropriate initiation fee, dues and execution of the Membership Agreement. A spouse or other family member shall not be permitted to the rights and privileges of this class of membership except as guests.

Section 2. Corporate Membership. Corporate Memberships shall consist of five (5) or more Individual Memberships (as defined in Article II, Section 1 above) affiliated with the same company or organization where the membership is owned by the company or organization. Memberships are transferable to authorized individuals affiliated within the same company or organization for a transfer fee to be established by The Club.

Section 3. Group Membership. Group Memberships shall consist of five (5) or more Individual Memberships (as defined in Article II, Section 1 above) affiliated with the same group or organization where the individual Members assume responsibility for payment of initiation fee and dues. The memberships within a Group Membership are nontransferable.

Section 4. Change of Membership Status. Members that request a change in their Membership classification MUST submit a written request, delivered to the Business Office and will be subject to the policy(s) and additional fees (if any) pertaining to the request. Such request may be accepted, rejected or accepted with conditions at the sole discretion of The Club. If additional initiation fees are required because the membership classification has a higher fee, the difference must be paid in advance before the classification can be changed. Members agree to pay the current charges for monthly dues of the requested membership application.

Article III Initiation Fees and Other Charges

Section 1. Initiation Fees. All Members shall pay a nonrefundable (except as set forth on the notice of Customer Rights on the front of this agreement) and nontransferable (except Corporate Memberships) admission or initiation fee of which the amount, manner and time of payment, shall be established by The Club and may be changed from time to time.

Section 2. Dues. The Club shall, from time to time, determine the amount and terms of payment of dues which shall be payable by the Members on the first (1st) of the month. The obligation to pay dues is not dependent on the availability of all of The Club's facilities or member use. Activities, repairs and/or maintenance of facilities may make it necessary for The Club to restrict use of one or more facilities or to temporarily close The Club which will not reduce or suspend the memberships' obligation for payment of dues.

Section 3. Late or Returned Item Charges. Payments for bills rendered that are not received by the 10th will be considered delinquent and will be assessed a late charge of \$10.00 per payment missed. A \$25.00 fee will be assessed to any Member for a returned check or credit card draft as a result of insufficient funds, account closed, or similar circumstances.

Section 4. Delinquent Accounts. Members failing to make payment within sixty (60) days will be classified as delinquent and will be responsible for all collection costs including attorney and other collection fees.

Section 5. Prepaid dues are nontransferable, except as provided in this contract.

Section 6. All additional charges incurred by a Member are due in full on the 1st of each month. Sections 3 and 4 of Article III, contained herein, shall be applicable to all payments made to The Club in this regard.

Article IV Continuation and Termination of Membership

Section 1. Voluntary Continuation. A member will continue his or her membership on a month-to-month basis following the completion of his or her contract term as set forth on the reverse side following full payment of any balance of contract payments. A Member may resign from The Club by giving 30-days advance written notice after any contract payments have been fulfilled (shown on the reverse side) before the 1st of any month to the Business Office. Such voluntary resignation SHALL NOT be deemed effective until after the expiration of the 30-day notice period AND receipt of Member's membership card(s) AND after all required payments have been made by the Member to The Club. Subsequent to his/her voluntary resignation, Member shall not be subject to any further dues or other charges. Member may cancel this agreement within 30 days from the time he/she knew or should have known of any substantial change in the services or programs available at the time he/she joined. Substantial change in the services or programs available at the time he/she joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex and vice versa. To cancel, Member should send written notice, by certified mail, return receipt requested, of his/her cancellation to The Club or Business Office. The Member is encouraged to retain a photocopy of all documents.

A) This contract may be canceled with no penalty within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to The Club, and refund upon such notice of all monies paid under the contract, except that The Club may retain an amount, computed by dividing the number of occasions Club services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that Club services have been rendered. A refund shall be issued within the thirty (30) days after receipt of the notice of cancellation made within the 3-day provision. Such notice must say that the Member does not wish to be bound by this contract and be accompanied by the contract forms and membership cards. Any and all other documents signed by member will be canceled by The Club. Member may also cancel this contract if The Club moves or goes out of business and fails to provide alternative facilities within five (5) miles of the location designated in this contract.

B) If The Club goes out of business at its contracting business location, or moves its facilities more than five (5) driving miles from the business location designated in such contract and fails to provide, within thirty (30) days, a facility of equal quality located within five (5) driving miles of the business location designated in such contract, the contract will be canceled and a pro-rated refund given to the Member at no additional cost.

C) The notice of intent to cancel by the Member shall be given in writing to The Club. Such a notice of cancellation from the Member shall also terminate automatically the Member's obligation to any entity to whom The Club has subrogated or assigned the Member's contract. If The Club wishes to enforce such contract after receipt of such showing, it may request the department to determine the sufficiency of the showing. If Member so cancels, The Club may retain or collect a portion of contract price equal to the proportionate value of the services or use of the facilities Member has already received. Member may also cancel this contract if he/she becomes disabled; and his/her estate may cancel in the event of death. Member must prove such disability by a doctor's certificate.

D) If it is determined that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term, The business location of The Club shall not be deemed out of business when temporarily closed for repair and renovation of the premises (1) upon sale, for not more than 14 consecutive days; or (2) during ownership, for

not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

E) The buyer should contact the department for information within sixty (60) days of The Club going out of business.

F) If the Member dies or becomes physically unable to avail him- or herself of any substantial portion of those services which he/she used from the commencement of the contract until the time of the disability, a refund will be made for funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks remaining in the contract term. The contract may require the Member or the Member's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the Member shall be established if the Member furnishes to The Club a certification of such disability by a physician licensed under Chapter 458, 460, or Chapter 461 provided the diagnosis or treatment within the physician's scope of practice.

G) The Club may also require that the Member must submit to a physical examination by a doctor agreeable to Member and The Club. If this contract is so canceled, The Club shall refund the Member of his/her estate funds paid or accepted in payment of the contract price in an amount computed by dividing the contract price by the number of weeks remaining in the contract term.

Section 2. Involuntary Termination. The Club, in its sole discretion, reserves the right at any time to terminate the membership of any Member for failure to comply with any of the Rules and Regulations adopted by The Club or for The Club. A terminated Member will remain liable for all dues and other indebtedness incurred prior to receipt of the membership card by The Club. The membership of any Member which is sixty (60) days in arrears in its account to The Club, may, at the option of The Club, be terminated without notice.

Section 3. Leave of Absence. Members may apply for a leave of absence if they are going to be out of the area six (6) months or physically incapacitated as authenticated by a physician for six (6) months or more. Members must request a leave of absence in writing thirty (30) days in advance and must accompany such requests with their membership card and proof of new residence or physician notification. The dues of Members on an approved leave of absence shall be reduced to an amount equal to one third of the prevailing dues for the applicable membership classification. Reinstatement of such memberships are subject to the then prevailing policy(s) and current membership dues structures.

BY INITIALING HERE _____, MEMBER ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS AND AGREES TO THIS ARTICLE.

Article V Waiver of Liability

SECTION 1. WAIVER AND RELEASE OF CLAIMS. IT IS UNDERSTOOD THAT THE POSSIBILITY OF INJURY DOES EXIST. FURTHERMORE, IT IS UNDERSTOOD THAT RECREATIONAL AND ATHLETIC PARTICIPATION IS INHERENTLY DANGEROUS. IT IS EXPRESSLY AGREED BY THE PARTIES HERETO THAT USE OF THE CLUB'S FACILITIES (AND TENNIS FACILITIES ARRANGED FOR USE OF MEMBER THROUGH THE CLUB) AND EXERCISES (INCLUDING THE USE OF WEIGHTS, CARDIOVASCULAR EQUIPMENT, AND APPARATUS DESIGNED FOR EXERCISING) AND PARTICIPATION IN CLUB-SPONSORED OUTSIDE ACTIVITIES OR EVENTS AND PARKING AND TRANSPORTATION PROVIDED BY THE CLUB SHALL BE AT MEMBER'S SOLE RISK (OR AT SOLE RISK OF MEMBER'S GUEST, AS THE CASE MAY BE) NOTWITHSTANDING ANY CONSULTATION ON EXERCISE PROGRAMS WHICH MAY BE PROVIDED BY EMPLOYEES OF THE CLUB, IT IS UNDERSTOOD, THAT THE SELECTION OF EXERCISE PROGRAMS, METHODS, AND TYPES OF EQUIPMENT SHALL BE MEMBER'S OR GUESTS ENTIRE RESPONSIBILITY, NEITHER THE CLUB, CONDOMINIUM, NOR OWNER OF ANY ASSOCIATED PREMISES (INCLUDING BUT NOT LIMITED TO PARKING AND TENNIS FACILITIES), NOR THEIR OFFICERS, EMPLOYEES, AGENTS, MANAGERS OR AFFILIATES (COLLECTIVELY "RELEASED PERSONS") SHALL BE LIABLE TO MEMBER OR ANY GUEST OF ANY MEMBER FOR ANY CLAIMS, DEMANDS, INJURIES, COSTS, LOSSES, DAMAGES, OR ACTIONS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE BY MEMBER OR GUEST OF THE SERVICES AND FACILITIES OF THE CLUB, OF PARKING, TENNIS OR ANY OTHER FACILITIES RELATED THERETO OR THE PREMISES WHERE THE SAME ARE LOCATED. MEMBER AND GUEST EACH HEREBY RELEASE AND HOLD HARMLESS ALL RELEASED PERSONS FROM ALL CLAIMS WHICH MAY BE BROUGHT AGAINST THEM BY MEMBER OR GUEST OR ON THEIR BEHALF FOR ANY SUCH INJURIES OR CLAIMS AFORESAID. THE RELEASED PERSON SHALL NOT BE LIABLE TO MEMBERS OR THEIR GUESTS FOR ANY LOSS, DAMAGE OF THEFT OF ANY PROPERTY OF ANY KIND INCLUDING AUTOMOBILES. THE MEMBER AGREES THAT HE OR SHE HAS THE OBLIGATION TO INFORM ANY GUEST OF THE PROVISIONS OF THIS AGREEMENT.

BY INITIALING HERE _____, MEMBER ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTAND AND AGREES TO THIS ARTICLE.

Article VI Rules and Regulations

Section 1. Registration. Members MUST check in and present their membership card each time they use The Club. Members requesting access to The Club without their membership card may be requested to pay the usual Guest fee.

Section 2. Guests. Guests may use The Club only when accompanied by a Member and must sign in at the front desk. Members of The Club are responsible for the appropriateness of attire and conduct of their Guests. The Club reserves the right to limit the number of Guests a Member may bring to use the facility.

Section 3. Attire and Equipment. Proper attire is required for participants using The Club. Shirts and shoes are required in all public and recreation areas. No footwear other than appropriate shoes for that activity may be worn. No athletic attire shall be left in The Club overnight unless the Member has an assigned locker.

Section 4. Damages. The cost to repair damage to any property caused by a Member, or a Member's guest shall be paid by the Member.

Section 5. Rules not Inclusive. The rules contained herein are not inclusive. Additions and amendments to The Club Rules and Regulations may be made from time to time at the sole discretion of The Club. On all questions regarding the construction of The Club Rules and Regulations, the decision of The Club will be final.

Section 6. General. All members shall be required to comply with and abide by any and all Rules and Regulations governing The Club, as the same may exist from time to time. Members who violate such Rules and Regulations shall be subject to termination of their membership pursuant to Article IV, Section

Article VII Medical Examination

Member represents and warrants that Member is in good physical condition and that he or she has no disability, impairment, or ailment preventing him or her from engaging in active or passive exercise or that will be detrimental to his or her health, safety, comfort, or physical condition. The Club is under no obligation to make any further inquiry regarding the Member's health or physical condition. All Members are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any program of strenuous new activity.

Member Communications & Use of Likeness

By initialing here _____, I grant The Club permission to send Club-related informational and marketing material to me through email and/or fax. I understand The Club will not share my information with any other entity. Photos of Members and their Guests are taken at Club functions from time to time and may be used occasionally in newsletters, Club displays, or on the Member's Log In area of The Club's website. As a Club Member, I acknowledge this policy and give my permission to be included at club management discretion.