

Boydton Fitness Center

392 Washington Street, Boydton, VA 23917 Tel: 434-738-6102

Client Information

Last Name	First Name	MI

Present Address	Home Telephone	Work/Alt Telephone

Social Security Number	Date of Birth	Age	Gender	
			F	M

Employer/Institution Address	Work Address

Spouse Name	Age
Child Name(s)	Age

<i>BFC Use Only</i>		
<i>Identification #</i>	<i>Member As Of</i>	<i>Expiration Date</i>

Important: Any *Client* who is under the age of 18 must have a parent or legal guardian co-sign and guaranty this Contract. The Co-signers and guarantors along with the *Client* agree to be bound by all the terms and conditions of this Contract

Guarantor Information

Name	Relationship	Date of Birth	Social Security #

Address	Home Telephone	Work/Alt Telephone
Employer	Employer Address	

Boydton Fitness Center is registered with the State of Virginia as a Health Studio Facility. Registration #: _____

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This Contract is made by and between Boydton Fitness Center (hereinafter called "BFC") and The Member named above, together with their co-signers and guarantors (hereinafter called "Client").

This Contract covers the purchase of a _____ (# of Months) Membership at Boydton Fitness Center (hereinafter called "BFC"), 392 Washington Street, Boydton, Virginia 23917. No contract shall exceed period of 12 months at a time.

Important: Any *Client* who is under the age of 18 must have a parent or legal guardian co-sign and guaranty this Contract. The Co-signers and guarantors along with the *Client* agree to be bound by all the terms and conditions of this Contract

Use of Facility:

The hours of operation will be set by BFC and may be changed at its sole discretion. In addition, BFC reserves the right to make or to change reasonable rules and regulations (available from BFC) for the operation and use of the facility. Further, BFC expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture, when deemed necessary or desirable, if in BFC's judgment it is in the best interest of the members.

The *Client* has joined BFC located at 392 Washington Street, Boydton, Virginia, 23917. BFC may allow the *Client* to use other associated facilities under contract addendum at additional cost, and at its sole discretion. BFC reserves the right to add or eliminate locations available to the *Client*, other than the contract business location.

The circulating or posting of a petition, notice, circular or statement of any kind is prohibited in or near BFC facilities, unless such petition, notice, circular or statement is first submitted and approved by the management of BFC.

Client acknowledges that he/she has examined the facilities and that he/she accepts them in the present condition, and the *Client* assumes any and all risk involved in the use of the facility and equipment.

Client agrees to be responsible for any and all damage caused by Client to the premises or equipment. At no time does BFC assume responsibility for personal effects of the *Client* within or surrounding the area of the facility.

The *Client* agrees to abide by all the rules and regulations of the facility now in effect or to become in effect at any future date. Failure of the *Client* to utilize the facility of BFC for any reason other than owner-approved waiver shall not relieve the member from the obligation to make any payment required by the *Client* pursuant to the Contract.

Default: The *Client* (and all Co-Signers and Guarantors) will be in default if the *Client* (and all Co-Signers and Guarantors) does not pay BFC as required under the terms of this Contract and becomes delinquent for any payments of dues. BFC may get a court judgment against the *Client* (and all Co-Signers and Guarantors) to collect all dues contracted for during the terms of association or membership and collect penalties and late fees that apply. The *Client* (and all Co-Signers and Guarantors) agrees to pay any court costs and reasonable attorney's fees involved in collecting this Debt. Interest shall accrue at 23% per annum as of the date of this Contract for all unpaid balances.

Fee For Returned Funds: If any payment under this Contract is returned on the first presentment, you will be charged a \$25.00 returned item fee for amount \$1.00-49.00, \$ 30.00 for amount \$51.00-300.00, \$ 40.00 for amount over \$ 300.00 or up to 5% of the face value whichever is greater. Fees apply for check, credit card and/or EFT payments.

Late Charge: The *Client* (and all Co-Signers and Guarantors) agrees that if BFC receives a payment more than ten (10) days after the due date, the Member will be charged \$ 5.00. The *Client* (and all Co-Signers and Guarantors) acknowledges that only one occurrence of a late payment is acceptable by BFC in any Membership year. The *Client* (and all Co-Signers and Guarantors) further agrees that each subsequent occurrence will result in the suspension of facility privileges until payments are made current, and that a re-instatement fee will apply for each occurrence.

Entire Balance Due: If the *Client* (and all Co-Signers and Guarantors) does not make a payment when it is due, BFC can suspend the *Client* Membership privileges and require the *Client* (and all Co-Signers and Guarantors) to pay the past due balance.

Privilege Suspension: BFC has the option of suspending the Membership if any dues are delinquent for 15 days or more. The Suspension of membership does NOT relieve *Client* (and all Co-Signers and Guarantors) of payment of any unpaid balance for the time the Membership is/was in effect. Interest shall accrue at 23% per annum as of the date of this Contract for all unpaid balances. In the event suit is instituted to collect any sums due herein, *Client* (and all Co-Signers and Guarantors) agrees to pay any and all costs of collection, including attorney's fees, to the holder of this Contract.

Membership Hold: To be eligible to place a Membership in "On Hold" status, *Client* must have a minimum of a one-year contract in place with BFC. Membership can be placed in "On Hold" status a maximum of once per membership year. To place your membership in "On Hold" status, the *Client* must send 30-day written notice by certified mail, return receipt requested or personally deliver the request to BFC, 392 Washington Street, Boydton Virginia, 23917. Memberships can only be placed "On Hold" for memberships whose accounts are paid-to-date. Duration of on hold period is at the sole discretion of BFC.

Right To Cancel: *Client* has the right to cancel the existing contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice, and refund upon such notice of all monies paid under the contract, except prorated amount based on number of days before the day of cancellation. *Client* has the right to cancel the existing contract and receive refund in the event the contract business location goes out of business, or moves more than 5 driving miles from its current location and no alternate location within 5 miles of equal quality is provided at any additional cost to the *Client* within 30 days. Contract may be cancelled due to *Client's* death or physical disability with substantial unused portion of services. Proof of death or disability is required. All refunds will be prorated as stated above and will be issued within 30 days upon receipt of written documentation. All cancellations must be given in writing and will automatically terminate *Client's* obligations to any other subrogated entity or assignee.

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This Contract is not cancelable or transferable for any reason whatsoever, except as herein provided; and only written Contracts by all parties may make subsequent modifications of this Contract.

If the Department of Agriculture and Consumer Services determined that a refund is due the *Client*, the refund shall be in the 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 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 in any calendar year.

Revocation of Privileges: BFC reserves the right to revoke privileges and/or use of the facility for any substantial breach of BFC rules and regulations or generally undesirable behavior by any *Client* (and all Co-Signers and Guarantors), which shall be determined by BFC.

Statement of Medical Condition: The *Client* (and all Co-Signers and Guarantors) represents that the *Client* has no congenital, physical, or mental health problems that will preclude participation in the club Membership, specifically, the *Client* (and all Co-Signers and Guarantors) represents that the *Client* has no underlying cardiovascular, neurological, or any other illness that will preclude participation in the activities at BFC.

Waiver: BFC is not responsible for any injury (or loss of property) suffered while participating in club activities, using equipment, or on club premises, for any reason whatsoever, including ordinary negligence on the part of BFC, its agents, or employees. I understand that these and other physical activities at BFC involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, hear attacks, and injury to bones, joints or muscles. I am voluntarily participating in club activities with knowledge of dangers involved and hereby release and covenant:

- (1) Not to sue BFC, its owners, its employees, instructors, or agents.
- (2) To release BFC, its owners, its employees, instructors, or agents from any and all present and future claims resulting from ordinary negligence on the part of BFC or others listed.

To indemnify and hold harmless BFC and others listed for any and all claims arising as a result of my engaging in club activities or any activities incidental thereto.

Governing Law: The laws of the State of Virginia shall govern this Contract. If any portion of this Contract is invalid or unenforceable, the remaining portions of this Contract, if applicable, shall remain in full force and effect.

Warranties: There are no warranties either expressed or implied which extend beyond this Contract.

This Document: The *Client* (and all Co-Signers and Guarantors) acknowledges that this document is a Consumer Credit Contract and will become legally binding upon its acceptance by BFC. Any holder of this consumer credit Contract is subject to all claims and defenses that the debtor could assert against the seller of goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Entire Contract: This Contract constitutes the entire Agreement between the parties; there are no collateral Contracts, representations or guarantees, oral or otherwise, unless attached hereto.

Guaranty: The Guarantor who signs below guarantees the full payment of all amounts which are owed to BFC under this Contract if the *Client* does not pay as required hereunder. BFC may extend the time allowed for payment, modify this Contract, and release other parties without affecting the obligation of the Guarantor. The Guarantor waives notice of acceptance of the guaranty. The Guarantor assumes liability of *Client* who is under the age of 18 years.

____ (Check if Applicable) Guarantor is co-signing this Contract for the benefit of the Client who is under the age of 18 years.

Notice of Renewal: The *Client* (and all Co-Signers and Guarantors) may renew the membership of the Client by sending 30-day written notice by certified mail, return receipt requested or personally deliver the request to BFC, 392 Washington Street, Boydton, Virginia, 23917.

Only memberships paid-to-date at the time of the request will be considered for renewal. No contract shall exceed period of 12 months.

Initiation fees are prorated and/or waived according to the current membership and the renewal period at the sole discretion of BFC ownership.

SHOULD YOU (THE CLIENT) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH 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 STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY VIRGINIA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

Should The Health Studio go out of business please contact for information Virginia Department of Agriculture and Consumer Services within 60 days.

Amount Paid: \$ _____ Cash: _____ Check: _____ Credit Card: _____ EFT: _____

Client Signature: _____ Date: ____/____/____

Guarantor Signature: _____ Date: ____/____/____

BFC Authorization: _____ Date: ____/____/____

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BOYDTON FITNESS CENTER RULES

- Each Fitness Center member must maintain a current Boydton Fitness Center membership.
- You must bring your card every time and scan it upon entering the club.
- The cardio and weight room temperature will be kept between 70-74 degrees as recommended by health experts. No one except staff is to touch the A/C controls.
- Patrons exercise at their own risk. Each individual is responsible for his/her own safety. All emergencies or injuries must be reported to the receptionist and/or manager on duty.
- NO beverages (except water or sports drink in a closed container), food, candy or gum.
- Athletic bags, book bags, and jackets MUST be put in the "cabinet" or outside the room.
- Members and guests are fully responsible for personal items that are lost, stolen, or damaged at the Fitness Center.
- Appropriate workout clothing required - Clothing with belts, buckles, zippers or other features judged by the staff to be potentially destructive to upholstery or other Fitness Center equipment is not permitted.
- Please be sure shoes are free of dirt before entering the Fitness Center.
- Appropriate footwear required. Tennis shoes or appropriate closed toed work out shoes, No bare feet. Neither street shoes nor black-soled shoes of any kind are permitted, with the exception of black-soled running shoes.
- Alcohol, narcotics, steroids, or tobacco products may not be consumed, possessed, or displayed in the Center.
- Yelling, profanity, rude or boisterous behavior will not be tolerated.
- No signs, posters, advertisements, or decorations may be placed in the Center without approval of the Director. One bulletin board has been designated for use by the members to post information.
- Weights must be re-stacked after each use. Weights must not be dropped. Members must clean equipment after each use.
- Removal of any equipment or supplies from the Fitness Center is prohibited.
- Please report any equipment failures to a Fitness Center Leader.
- Persons abusing the equipment may be prohibited from using the facility. Use of the facility is a privilege. Individuals not cooperating with established policies may be asked to leave and may have their privileges revoked.
- Children under the age of 10 are not permitted in the weight room and anyone under 14 must be supervised by an adult at ALL times. We reserve the right to ask children to leave for misbehavior.
- Instruction, by appointment, in use of equipment together with a medical questionnaire and appropriate clearance is required prior to use of the weight room.
- It is strongly recommended that you warm-up prior to and cool-down after exercise.

Cardiovascular Equipment

- During peak periods, there is a 30-minute limit on the use of cardio equipment.
- Please use the sign-up board when all equipment is in use, so you are able to use the equipment on a first-come first-serve basis.
- Please wipe off controls, seats, and railings of equipment when you have finished with your workout. Please do not spray cleaning fluid directly on the equipment. Spray the cleaning towel first, and then wipe down the areas.

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Circuit Strength Training Equipment

- People within the circuit have the right of way. People using the equipment for multiple sets should allow circuit trainers to “work-through”.
- During prime times, please limit yourself to a maximum of two sets per station while using the strength training circuit.
- Please wipe off the pads with disinfectant when you have finished using a piece of equipment.

Free Weights

- Due to the potential risk of injury, we recommend using a spotter when training with free weights.
- Please replace all dumbbells on the appropriate racks, in the assigned spaces when you have finished using them.
- Please remove plates from bars and place them on the weight tree when you have finished using them.
- The use of chalk is not permitted in any area of the Fitness Center.
- The use of a weight belt is not permitted except during heavy squats or overhead lifts. The use of a weight belt is not permitted on any of the equipment outside of the free weight area or on the preacher curl bench.
- Please do not drop the dumbbells on the floor. If they are too heavy to lower safely, then use a spotter to assist you.
- The use of free weights outside of the free weight area is not permitted.

All activities cease at closing time. All patrons must clear the facility.

Members must secure prior consent from the Fitness Center staff before bringing a guest (ask staff for a copy of guest policy).

Members and guests may not display actions that the Fitness Center staff deems unsportsmanlike or rude, or misuse, move or alter any portion of the Fitness Center environment or property.

Members using payroll allotment **MUST REMAIN MEMBERS FOR AT LEAST 90 DAYS**. Exceptions are made for persons who transfer jobs or who can no longer exercise for medical reasons (documentation from supervisor or doctor required).

I have read the above rules and regulations pertaining to my use of the Boydton Fitness Center. I will comply with said requirements as well as all other posted rules and regulations with the understanding that if I do not, my membership privileges and all membership dues will be forfeited.

Signed _____ Date _____

Your cooperation in following these rules will help to make the Boydton Fitness Center a pleasant and safe place in which to work out.

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GUEST POLICIES

Members are welcome to bring guests to the Boydton Fitness Center, provided they meet the following criteria:

1. Guests may only come in the company of a member.
2. The same guest may only come with a member a maximum of three times per year.
3. There is a guest fee of \$5.
4. Guest must have a valid id and must register at the member services desk.

Guest Policy

Guests are welcome to visit and use our facilities within our established guidelines and only in the company of a current member. They must present a valid ID and register at the Member Services Desk. Guests are allowed access to utilize Boydton Fitness facilities three times in a 12-month period. Guest fees are \$5.

Note: see guest policy on membership info sheet