



## MEMBERSHIP AGREEMENT

Membership No: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Spouse: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No: \_\_\_\_\_  
 Place of Employment: \_\_\_\_\_  
 Business Telephone No: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

### Type of Membership:

- Silver     Gold
- Family                                       Corporate Family  
 1<sup>st</sup> Responder Family                       Corporate Individual  
 1<sup>st</sup> Responder Individual                 Single Parent  
 Individual                                       Senior  
 Senior Couple                                 Physical Therapy (3 month Rx)  
 Student (temporary/monthly)

For a Family Membership, please list below your children under the age of 23, their birthdates, and current ages:

| <u>Name</u> | <u>Birthdate</u> | <u>Age</u> |
|-------------|------------------|------------|
| _____       | _____            | _____      |
| _____       | _____            | _____      |
| _____       | _____            | _____      |

### Term of Membership Dues

- Today's Date: \_\_\_\_\_
- Length of membership: \_\_\_\_\_
- Your membership begins on \_\_\_\_\_ and expires on \_\_\_\_\_
- Enrollment Fee \$ \_\_\_\_\_
- Monthly dues of \$ \_\_\_\_\_ to be paid by:
  - Year-in-advance     Bank Draft     Visa/MC/Discover Draft
  - Cash Payable by the 5<sup>th</sup> of the month     Silver Sneakers
  - VA Premier

### NOTICE

NOTICE: ANY HOLDER OF THIS 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. RECOVERY HERUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES.

### Automatic Renewal of Membership and Monthly Dues Payments

After the original term of membership, buyer agrees that this membership and monthly payments will continue on a month by month basis until buyer notifies seller with a thirty (30) days written notice of termination enclosing all membership cards, mailed to seller's address. Membership and monthly dues payments will discontinue thirty (30) days after postmark date on the letter of termination. Seller reserves the right to increase or decrease the month by month dues rate and will notify in advance of any increase or decrease in the monthly dues amount with a thirty (30) day written notice mailed to buyers above address.

**By initialing here: \_\_\_\_\_, buyer understands and agrees to the terms of this automatic renewal.**

**DEFAULT: Should your default in your payment obligation, you agree to pay all costs of collection, including costs and attorney's fees.**

This membership is being sold under the current prices and policies of the Club as of this date. The buyer and seller shall agree that this contract shall act as the only agreement between the buyer and seller and that neither the buyer nor the seller shall be liable for any oral representations not documented in this contract. **Buyer agrees that failure to sue seller's services does not relieve buyer of any obligation under this contract, and that no deduction or allowance to be made by reason of buyer's absence or withdrawal.** Buyer agrees to keep and obey all rules, policies and regulations now in force or in the future as provided by the seller for the use of this membership. The seller reserves the right to revoke buyer's membership for the cause if buyer fails to keep and obey any such rules, policies, and regulations. Buyer agrees that he/she is in good physical condition, and that he/she has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise. Buyer agrees that seller shall not be liable or responsible for any injuries that buyer, family members under the age of eighteen (18) years of age and buyer's guests incur as a result of the use of seller's facilities. Buyer agrees to hold seller harmless from any and all claims of buyer or persons using buyer's membership. Except such claims as may be caused by the negligence of seller or seller's agents.

**BY SIGNING BELOW BUYER UNDERSTANDS AND AGREES THAT THIS IS A LIABILITY RELEASE, RELEASING THE SELLER OF ANY AND ALL CLAIMS, NOW OR IN THE FUTURE.**

|               |             |                |
|---------------|-------------|----------------|
| Signed: _____ | Date: _____ | Witness: _____ |
| Signed: _____ | Date: _____ | Witness: _____ |
| Signed: _____ | Date: _____ | Witness: _____ |
| Signed: _____ | Date: _____ | Witness: _____ |
| Signed: _____ | Date: _____ | Witness: _____ |
| Signed: _____ | Date: _____ | Witness: _____ |

**BUYER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT, TO INCLUDE PAGES 1-5, WHICH ARE CONSIDERED AN INTEGRAL PART OF THIS CONTRACT, EXECUTED BY BOTH THE SELLER AND THE BUYER AND ACKNOWLEDGES CONTRACT TERMS. CONTRACT AND POLICY TERMS ARE SUBJECT TO CHANGE AT ANY TIME.**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Lancerlot Sports Complex

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## BUYER'S RIGHT TO CANCEL

This Agreement may be cancelled for the following reasons:

1. If you wish to cancel this contract, you may cancel by making or delivering written notice to this health club. This notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract.
2. If the Lancerlot Sports Complex relocates or goes out of business and fails to provide **comparable alternative** facilities within five (5) driving miles of the location designated herein, you may cancel by giving written notice in the manner hereinafter set forth stating you are cancelling for this reason.
3. You may also cancel if you become physically unable to use a substantial portion of the facilities for thirty (30) or more consecutive days, and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of the health club services by a doctor's, physician's assistant's or nurse practitioner's certificate, and the health club may require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician's assistant or nurse practitioner agreeable to you and the health club. (Cost to be borne by the health club). If you cancel after the three business days, the health club may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received.

**Additional Cancellation Provisions:** You may cancel your membership for a reason not provided for under the BUYER'S RIGHT TO CANCEL notice at any time with a 30-day written notice. **Cancellations under this provision require a \$100 cancellation fee.**

4. You should attempt to resolve with this health club any complaint that you have or may have with this health club. The Virginia Department of Agriculture and Consumer Services regulates health clubs in the Commonwealth pursuant to the provisions of the Virginia Health Club Act.
5. Upon your death, provided your estate gives notice thereof in the manner hereinafter set forth.
6. For any other reason whatsoever, provided that you give written notice in the manner hereinafter set forth.

Cancellation for the foregoing reasons shall not be effective unless the written notice is either mailed by United States Certified Mail, Return Receipt Requested, or personally delivered to the following address:

Lancerlot Sports Complex  
1110 Vinyard Road  
Vinton, Virginia 24179

Upon cancellation for the foregoing reasons, moneys paid hereunder shall be refunded as follows:

1. If Cancellation occurs within three (3) business days after you sign this Agreement, all moneys paid hereunder shall be refunded.
2. If cancellation occurs for any of the other reasons set forth above, you shall be entitled to a refund of any funds paid or accepted pursuant to this Agreement in the amount computed by dividing the current contract price (the sum of the initiation fee paid and all prepaid monthly fees, except interest, required hereunder) by the number of days in the contract term and multiplying the result by the numbers of days remaining in the contract term.

Any moneys paid to be refunded in the accordance with the above shall be paid within thirty (30) days of receipt of the notice of cancellation.

Any other agreements which you have signed, including a credit or lien agreement, evidencing an obligation to pay for all of or part of the services to be provided hereunder shall also be returned within thirty (30) days of such cancellation. **Notwithstanding the foregoing, if you are cancelling for the reason set forth in item 5 above, cancellation must be received by the 20<sup>th</sup> day of the month to stop any draft for dues from being debited on the 1<sup>st</sup> day of the next month.**

### **MEMBERSHIP CLASSIFICATION**

1. **Family Memberships** include husband, wife, partners, sons, and daughters under the age of 23 who are students living at home, unmarried without children. **NO GRANDCHILDREN.**
2. **Individual Memberships** are for one (1) person only.
3. **Single Parent Memberships** are for divorced or widowed individuals with children under the age of 23 who are students living at home unmarried without children. **NO GRANDCHILDREN.**
4. **Corporate Memberships** are discounted for businesses with five (5) or more **employees** participating in membership. If at any time membership drops below five (5), regular monthly dues will apply.
5. **Senior Citizen Memberships** require an individual to be at least sixty (60) years of age.

### **ENROLLMENT FEES**

Enrollment fees are fees in which must be paid at the time of joining. These fees are good for the life of the membership. Members who drop out and wish to re-join at a later date, must pay the enrollment fee again.

|   |                |
|---|----------------|
| <b>Family Membership</b>                      | <b>\$50.00</b> |
| <b>Individual Membership</b>                  | <b>\$50.00</b> |
| <b>Single Parent Membership</b>               | <b>\$50.00</b> |
| <b>Corporate Membership</b>                   | <b>\$50.00</b> |
| <b>Senior Citizen Membership</b>              | <b>\$50.00</b> |
| <b>Senior Citizen Husband/Wife Membership</b> | <b>\$50.00</b> |
| <b>Student/Therapy</b>                        | <b>\$50.00</b> |

### **METHOD OF PAYMENT**

1. **Year-in-Advance:** Members who wish to pay their membership dues yearly receive a 10% discount on their dues.
2. **Bank Draft:** Members who wish to pay their membership dues by checking/savings will be debited on the 5<sup>th</sup> business day of each month.
3. **Visa/MasterCard/Discover:** Members who wish to pay their membership dues with a Visa, Visa Check Card, MasterCard or Discover will be debited on the sixth business day of each month.
4. **Cash:** Members who wish to make cash payment either by mail or at the front desk must do so between the 1<sup>st</sup> and the 5<sup>th</sup> of each month. A late fee of \$10.00 will be added to payment made after the 5<sup>th</sup> of each month.

### **RETURN CHECK FEE**

A \$35.00 fee will be charged on all returned checks and bank drafts.

### **MEMBERSHIP CARDS**

All members will be issued membership cards at the time of joining. This insures members and their guests have access. Membership cards must be submitted at the front desk in order to enter the Sports Complex. Members may be asked to provide photo identification with card for entry.

### **FREEZING MEMBERSHIPS**

Upon written notice along with membership cards, memberships can be frozen up to sixty (60) days. If freezing anytime during the 12 month contract, the ending date will be extended to meet the 12 months. **Notice must be received by the 20<sup>th</sup> day of the preceding month in order to stop any automatic debits from being debited the first business day of the following month.**

#### **HOLIDAYS**

The Lancerlot Sports Complex is closed on **Thanksgiving, Christmas, and New Year's Day** or any other Holiday with proper notice. On **Easter, Memorial Day, 4<sup>th</sup> of July, Labor Day, Christmas and New Year's Eve** we may operate on reduced hours, but prior to all holidays, notices will be posted.

#### **GUEST POLICY**

Members eighteen (18) years and older are allowed to register guest at the front desk. Guest fees are \$6.00 per guest per visit. Member must remain in facility at all times with guest. Limit three (3) guests at one time.

#### **RULES AND REGULATIONS**

1. Smoking and other tobacco products are **never** allowed in any part of the Lancerlot Sports Complex.
2. Eating and drinking are allowed in the front lobby area and at a designated area of the outdoor swimming pool.
3. Shirts and shoes are required at all times in all areas of the Sports Complex with the exception of proper swimming attire in the swimming pool area.
4. Lockers are available for rent at \$60.00 per year or \$5.00 per month. You must provide your own lock. Locks left on unrented will be removed nightly. Lancerlot Sports Complex is not responsible for any lost or stolen items. Any lock that must be cut off there will be a \$5.00 fee.
5. Children under the age of 15 must be accompanied by their parents when entering the Sports Complex. **Parents are not allowed to drop off their children or guests and leave the building.** Children under the age of 18 are not permitted to bring in siblings under the age of 15. **Children are not allowed to wander around the building while parents are exercising.** Our Child Watch is provided for children 12 years and younger and for no more than two (2) hours each visit. Children put in our Child Watch must be your immediate child/children. **NO GRANDCHILDREN.** Children 8 years and older (who pass our swimming test) are allowed in the swimming area without supervision of their parents.
6. No members under the age of 15 are permitted in our weight room without adult supervision. Family members 13 and 14 years old must be supervised by parent/guardian and may use designated Nautilus room and Cardio room after meeting with Personal Trainer and being validated on proper use of equipment.
7. Shirt and shoes are required at all times. Members are required to rack their own weights after each use.

**Expulsion: any member may be expelled by Management. Cause for expulsion may consist of violations of rules and regulations of the Lancerlot Sports Complex, or for any conduct which, in the opinion of the Management, is prejudicial to the welfare, good order and character of the Lancerlot Sports Complex.**

**Member Name:** \_\_\_\_\_

**Membership Number:** \_\_\_\_\_

**Medical Emergency Information**

**In case of an emergency please contact:**

\_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_

**Any Known Allergies:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**List of all or any medications being taken:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_