



# Energy Center Fitness Club

407 S 8<sup>th</sup> Street, Mount Horeb, WI 53572

## Membership Agreement

Date: \_\_\_\_\_ Staff: \_\_\_\_\_

Billing Person Name: \_\_\_\_\_ Referred By: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

### PLEASE SELECT TYPE OF MEMBERSHIP

Individual	Couple	Family	Senior	Senior Couple	Student	Business	Other
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### PERSONS INCLUDED IN MEMBERSHIP

	Name	Birth Date	Member ID	Picture	Card	Orientation	Other
1 <sup>st</sup> Person							
2 <sup>nd</sup> Person							
3 <sup>rd</sup> Person							
4 <sup>th</sup> Person							
5 <sup>th</sup> Person							

### MEMBERSHIP PAYMENT PLANS

Enrollment Fee ..... \$ \_\_\_\_\_

1<sup>st</sup> Month or Annual Fee ..... \$ \_\_\_\_\_ Current Monthly Dues \$ \_\_\_\_\_

Total Initial Payment ..... \$ \_\_\_\_\_ Membership Term: \_\_\_\_\_

Method of Initial Payment:  Cash  Check  Visa/MasterCard Membership Dates: \_\_\_\_\_

### Monthly Payments or Prepayment (Circle A or B below.)

A. I desire convenience, control and privacy for payment of my dues. I request that my monthly dues be charged directly to my bank/credit card as checked below. Enrollment fee and first month's prorated dues are made payable to Energy Center Fitness Club and must accompany this application. Note: Application for checking or savings accounts monthly dues payment cannot be processed unless a voided check or deposit slip, which shows your account number, is attached. Please select desired method below.

Checking  Savings  VISA  MasterCard  12 Month  24 Month

Monthly dues will be made on the 10<sup>th</sup> of the month. I understand that I do not have to write a check for my dues and that there is no extra charge for this service. I understand the membership is not self-renewing and to keep my current rate and not be assessed an additional enrollment fee, I must renew prior to my expiration date.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Bank: \_\_\_\_\_ Bank Routing & Account #: \_\_\_\_\_

Credit Card Acct #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

B. I select to pay in full. I understand that the membership is not self-renewing and to keep my current rate and not be assessed an additional enrollment fee, I must renew prior to my expiration date.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

House Account: You can make purchases and register for programs, etc., and automatically charge the amount to your "House Account" without having to carry your card or checkbook to the club. If you would like this option, please fill in the information below, sign and date. All house charges will be automatically drawn from the account listed below within 7 days of purchase. I agree that any action which prevents payment will be a violation of this agreement, and will cause collection procedures to begin, which may include statutory attorney fees. I understand a \$20.00 fee will be assessed for all payments returned because of Non Sufficient Funds.

Card Account #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<p>Upon acceptance of the application by Energy Center Fitness Club, the above signed shall receive the membership privileges and agrees to abide by all guidelines and policies of Energy Center Fitness Club, which are subject to change and which, in the option of facility management, are deemed necessary and reasonable for the best interest of the members and Energy Center Fitness Club.</p> <p>I understand that the enrollment fee is a one time only charge and must be included in my first payment. If I discontinue my membership and wish to rejoin, I will be subject to the enrollment fee at that time. The initial payment of membership fees and monthly dues are not refundable unless membership is cancelled within three days after signing the agreement.</p> <p>I agree that any action which prevents payment for consecutive months will be a violation of this agreement, and will cause collection procedures to begin, which may include statutory attorney fees. I understand a \$20.00 fee will be assessed for all monthly payments returned because of Non Sufficient Funds (NSF) for each person included in this agreement.</p>	<p><b>Unavailability of Services:</b></p> <p>In the event the facilities or services described in this contract become unavailable or are no longer fully operational during the course of this contract, you are only liable to Energy Center Fitness Club for that portion of the total membership fee proportional to the elapsed time portion of the contract at the time of unavailability, and are entitled to a refund of any other funds already paid. You do have the option, in lieu of a proportional refund, to choose to complete the unused portion of the contract, including any renewal periods, at another location which is owned, controlled, affiliated with or operated by Energy Center Fitness Club, and at the same contracted rate. If this option is chosen, it must be done so in writing, and will modify this contract solely in that regard. Please Note: Nothing in this subsection shall restrict Energy Center Fitness Club's ability to perform regular maintenance or make prompt equipment repairs, make improvements to the facilities or services, or to replace a facility or service with a superior facility or service."</p>
<p><b>CANCELLATIONS AND REFUNDS</b></p> <p>Right to Cancel. You are permitted to cancel this contract until midnight of the 3<sup>rd</sup> operating day after the date on which you signed the contract. If the facilities or services that are described in the contract are not available at the time you sign the contract, you have until midnight of the 3<sup>rd</sup> operating day after the day on which you received notice of their availability to cancel the contract. If, within this time period, you want to cancel this contract, you may do so by notifying Energy Center Fitness Club, by any writing mailed or delivered to Energy Center Fitness Club, at the address shown on the contract within the previously described time period. If you do so cancel, any payments made by you, less a user fee of no more than \$3.00 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and evidence of any indebtedness executed by you will be cancelled by Energy Center Fitness Club and arrangements will be made to relieve you of any further obligation to pay the same.</p>	<p><b>Availability Date:</b></p> <p>The facilities and services of Energy Center Fitness Club will be available to you as of the date that you sign this contract.</p> <p><b>Other Cancellations:</b></p> <p>In the event that you are unable to make use of or receive the services of Energy Center Fitness Club due to death or disability, you are liable for only that portion of the total membership fee proportional to the elapsed time portion of the contract at the time of death or disability.</p> <p><b>Proof of Disability:</b></p> <p>Proof of disability to cancel your membership shall be in the form of a letter from a doctor licensed to practice medicine in the state of Wisconsin, specifying the disability and the inability to use the services of Energy Center Fitness Club.</p>
<p><b>Release for Media Recording</b></p> <p>I hereby grant unrestricted permission, unless otherwise noted below, to Energy Center Fitness Club to use my image. Such use includes the display, distribution, publication, transmission, or otherwise use of photographs, images, and/or video taken for use in materials that include, but may not be limited to, printed materials such as brochures and newsletter, videos, ads, and digital images such as those on the Energy Center web site.</p>	<p>I have read and understand this entire agreement:</p> <p style="text-align: right;">Please Initial: _____ Date: _____</p>