



Aroostook County Fitness Membership Agreement

This Membership Agreement (hereinafter referred to as the "Agreement") is made and shall be effective as of _____ (hereinafter referred to as the "Effective Date"), by and between Aroostook County Fitness (hereinafter referred to as the "ACF"), located at 499 Main Street, Presque Isle, Maine and, _____ (hereinafter referred to as the "Member").

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

ACF offers personal training and fitness facilities, and the Member wishes to participate in these and to enjoy other amenities offered by ACF.

Member Details

Name: _____
Address: _____
Telephone Number: _____
Email: _____
DOB: _____
Emergency Contact Name and Number: _____

Health Attestation

The Member attests that they are fully able to participate in an exercise routine of their choice without undue risk. Thus, by providing the aforementioned details, the Member hereby shows their desire to become a member of ACF, pursuant to the terms and conditions of this Agreement.

Terms and Conditions

The following terms and conditions shall define and govern the relevant aspects of this Agreement:

Member Access

This Agreement entitles the Member to access ACF's facilities (hereinafter referred to as "Facilities") as long as the dues are paid in advance to ACF.

Membership Fees

Monthly Membership:	\$50.00
Yearly Membership:	\$500.00
Weekly Membership:	\$20.00
Day Pass:	\$5.00
Age 12-17 to:	\$27.00 ¹
Age 11 and Under:	Free ²

*All charges are subject to credit card fees, if applicable

The Member has opted for the weekly/ monthly/ annual / daily membership and has to pay an amount of \$_____ per _____ (hereinafter referred to as "Fee") to avail the facilities of ACF.

Monthly memberships are paid in advance monthly, on the calendar date the membership has started, for the following month. Yearly membership has to be paid in 1 lump sum in advance. A late fee of \$10 will be charged each month on the day after payment is due if the payment is not made in time.

Key Fob

\$5.00 replacement fee for Annual Members - or - \$5.00 refundable deposit for Monthly Members. If lost, stolen, or broken, report to management as soon as possible. Do not let anyone in with your entry and do not give your fob to anyone. Swipe on your way in only.

Term

The Membership shall commence on the date of _____ (hereinafter referred to as the "Commencement Date") and shall continue until the Member pays the fee on time or until it is terminated by either Party.

Termination

The Member may terminate this Agreement without cause upon 30 days prior written notice to ACF. Upon the termination of this agreement, the Member shall immediately return to ACF any card or material issued to the Member. ACF may charge the Member a fee of \$25.00 for any material issued to the Member that is not returned within 7 days of the date of termination. No refund for the membership will be provided, unless agreed to in writing by ACF within ACF's sole discretion.

This Agreement may be immediately terminated in the event of a breach of the terms of this Agreement by either party. If terminated for cause by Member and the Member has prepaid the membership fees for a specific number of months, ACF shall refund any remaining balance to the Member, after deducting the outstanding amount owing by the Member, within 14 days after the date of termination.

¹ Minor must be accompanied by an adult who holds a valid membership.

² Minor must be accompanied by an adult who holds a valid membership.

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.

Lost Goods

ACF takes no responsibility for lost or stolen goods. Lost and found goods not claimed after 7 days will be kept by ACF, donated to charity, or thrown away.

Damages

The Member shall pay for any damages they cause to the equipment or premises of ACF, which results from the poor conduct of the Member or their guests.

Rules and Responsibilities

The Member shall abide by all the safety guidelines and regulations as set forth by ACF while using the facilities or equipment of the service.

The Member agrees that the Member shall abide by ACF's dress code at all times while in the facility.

Consumption of drugs, alcohol, tobacco, or similar addictive substances must be strictly prohibited at the fitness facility provided by ACF.

Photography and/or videography are not allowed anywhere in ACF. Fighting and disorderly conduct is strictly prohibited.

Member is expected to update their membership status on a monthly or yearly basis.

Members must respect each other in all circumstances and should take care of the instruments or equipment after every use.

The Members shall wipe down all equipment after each use and re-rack the weights used.

Persons under the age of 18 are not permitted in the fitness area unless otherwise agreed upon.

Miscellaneous

Indemnification

The Member must indemnify ACF harmless of any and all claims, loss, injury, or damages without limitation, as the membership shall be serving as a liability release for the Member.

Notices

Any and all notices, apart from cancellation notice, can be made to the Parties through a certified mailing address as mentioned in the Agreement. Any additional address shall be notified to the Parties in writing and in person.

Governing Law

This Agreement hereto shall be governed and interpreted in accordance with the laws of Maine.

Entirety

This Agreement and other annexures, therefore, constitute the entire agreement between the Parties with respect to the matter of subject hereof and thus, supersedes all prior agreements, purchases, understandings, and negotiations, written or phoned, between the Parties.

Acceptance and Signature

This Agreement is agreed to by ACF and the undersigned Member who have signed this Agreement below:

Date: _____

_____ Member

Date: _____

ACF
By: Steve Plummer