



membership agreement

CLUB: _____

Member #: _____

Agreement #: _____

Membership: SELECT CORPORATE ACCESS ALL ACCESS CENTURY CITY ACCESS
 CHICAGO ACCESS CALIFORNIA ACCESS FLORIDA ACCESS METRO NY ACCESS

Start Date: ____ / ____ / ____

Corporate Account: _____

Obligation Date: ____ / ____ / ____

Employee ID: _____

AGREEMENT, made this date, ____ / ____ / ____, by and between EQUINOX FITNESS CLUB, the Seller, and the undersigned Buyer.

Member Name: _____

Contact Phone: (____) ____ - ____

Address: _____

Home Phone: (____) ____ - ____

City, State, ZIP: _____

Mobile Phone: (____) ____ - ____

Email Address: _____

Date of Birth: ____ / ____ / ____

Note: _____

Payment Option: **Bill Monthly Continuous to Sponsor**

Sponsor Payment Details

Payment Type: Direct Bill to Sponsor

Sponsor: _____

Sponsor Recurring Dues (Check One & Complete):

Description Monthly Dues to Sponsor

Select @ _____ (Enter Club Name) \$ _____

Regional Access (Check Region Below) \$ _____

CHICAGO CALIFORNIA FLORIDA METRO NY

Corporate Access \$ _____

All Access..... \$ _____

Century City Access \$ _____

I understand that the monthly dues noted above will be deducted in accordance with attached Payroll Deduction Authorization Form.

Employee Signature

Date

Print Sponsoring Employee's Name,
if different from Member above: _____

Buyer Right to Cancellation: You may cancel this contract without any penalty or further obligation with written notice by certified or registered mail provided to Equinox within (3) days from the agreement date only. BUYER AND MEMBER EACH HEREBY ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH MEMBER/BUYER AND SELLER. MEMBER/BUYER AND SELLER EACH ACKNOWLEDGE THE ADDITIONAL MEMBERSHIP AGREEMENT TERMS SET FORTH ON THE FOLLOWING PAGES. I understand that this agreement is for a minimum of twelve months, at which time membership may be terminated at any time with 45 days written notice by certified or registered mail to Equinox.

Corporate Sponsored employees choosing to participate in this Equinox membership program are required to enroll for a MINIMUM OF ONE (1) YEAR, unless employment with **Corporate Sponsor Indicated Above** is terminated or if upon doctor's orders, employee cannot physically receive the services because of a significant physical disability.

Member / Buyer Signature

Date

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

1. CONSUMER'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE AGREEMENT DATE; Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards and any other documents of evidence of membership previously delivered to the buyer. All monies paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days.
2. ADDITIONAL RIGHTS TO CANCELLATION; You may also cancel this contract with 45 days written notice by certified or registered mail for any of the following reasons:
 - a) If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months.
 - b) If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.
 - c) If you move your residence more than twenty-five miles from any health club operated by seller (must provide satisfactory proof of new residence)
 - d) If, within the first twelve months of your membership, your employment is involuntarily terminated without cause (must provide a letter from former Employer confirming termination of employment and reason for termination); provided that any Member canceling under this sentence shall be required to pay an early termination fee of \$100.
 - e) If the services of the Club cease to be offered as stated in the contract.
 - f) All monies, except initiation fee, paid pursuant to such contract cancelled for the reasons in this paragraph shall be refunded provided however, that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided, that the seller may demand the reasonable cost of goods and services which the buyer consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of the health club services, such negotiable instrument executed by the buyer shall also be returned within fifteen days. Promotional Months: Member agrees that if Member received any free months as an inducement to enter into this Agreement or as a result of referring new members, such free months shall not be considered in computing the amount of any refund to which Member shall be entitled.
3. MEMBER'S HEALTH WARRANTY: Member and buyer represent that Member is in good health and has no disability, impairment, injury, disease or ailment preventing him/her from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of naïve or abusive exercise. Member assumes full responsibility for his or her use of the facility and shall indemnify Equinox Fitness Clubs, the owner of the club location the member is utilizing, its affiliates, agents and employees against any and all liability arising out of use of the facilities.
4. RULES, REGULATIONS, AND SCHEDULES: Member agrees to abide by all the membership rules, regulations and schedules of the Club, which may be posted at the Club or issued orally, and which may be amended from time to time, at Management's sole discretion.
5. PRESENTATION OF MEMBERSHIP CARD: No one will be admitted to Equinox Fitness Clubs without displaying a valid membership card or registering as a guest.
6. INDEPENDENT CONTRACTORS: From time to time we may make available to members and their guests the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available to Members or their guests for any period of time, and hereby disclaim all liability arising out of such services.
7. GUESTS: Member's guests are permitted in the club, but only pursuant to such rules, regulations, fees, schedules for such guest as may then be in effect. The Club reserves the right to limit the number of times any one guest can use the Club and reserves the right to exclude any guest whose use of the facility, in the sole opinion of the Club, would be detrimental to the Club or any of its members. All guests must sign in at the front desk.
8. TRANSFERS OF MEMBERSHIP: Membership may not be transferred.
9. UPGRADING MEMBERSHIPS: A Member may upgrade his or her membership (e.g., Select to All Access) with the prior consent of management; provided Member/Buyer will be responsible for paying an upgrade fee and for the ongoing payment of any additional monthly fees associated with such upgrade. In addition, transfer to a Club offering only upgraded memberships will result in an upgrade fee and additional monthly fees.
10. BUYER'S OBLIGATIONS: Buyer shall not be relieved of Buyer's obligations to make payments agreed to, and no deduction from any payments shall be made because of Member's failure to use the Club's facilities. (Member dues are for the period of time and are no way related to or adjusted based on, actual usage of the Club.)
11. ENTIRE AGREEMENT: Except for the rules, regulations and schedules posted at the Club or issued orally by Equinox from time to time at its discretion, all of which are incorporated into this agreement, this contract constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. This contract only may be modified in writing executed by a duly authorized representative of Equinox. Employees are not authorized to make any independent agreements with any Member/Buyer.
12. UNPAID BALANCES: Members will not be permitted to use any Club until all fees are current. Buyer and/or Member is obligated to pay any collection and/or legal costs incurred by Equinox for collection of any fees. Annual dues must be paid by 12:00 midnight on the anniversary date or Club privileges will be suspended and a new Initiation Fee will be required. Equinox reserves the right to charge balances and overdue balances to their current account under the Electronic Funds Transfer Authorization. If any check or credit card charge payable to Equinox is not honored, Management will assess a \$25 charge for each check and credit card rejected and collects the current and past-due balance in any subsequent month. To the extent that Buyer and Member is not the same person, Member shall be obligated to make all payments that Buyer fails or has failed to make (including past and future payments for use of the Club).
13. LOCKERS: Lockers are provided solely for the benefit and convenience of members. Management will remove any articles left in a locker overnight. Members must provide their own lock. Rental lockers cannot be placed on freeze. Locker Rental Fees are non-refundable. Equinox is not responsible for lost or stolen items or articles left in Rental lockers beyond the expiration date of such rental. I release Equinox of any and all claims, demands, suits, complaints, cause of action or any liability for loss, stolen or damage to my personal property while using a locker on the premises. Storage of illegal substances, firearms, and toxic or volatile chemicals is prohibited and punishable by law.
14. VALUABLES AND PERSONAL PROPERTY: Members are urged to avoid bringing valuables onto club premises. Equinox shall not be liable for the loss of or theft of, or damage to, the personal property of member or guests, including items left in lockers, with the coat check or elsewhere in the Club.
15. CHILDREN'S USE: Children under 15 years of age may use the Club only during a previously announced Club-sponsored activity and must be accompanied by a parent AT ALL TIMES. Some children's programs require fees to be paid in advance. Equinox has the right to discontinue usage by any child whose behavior is offensive to any other member or who is unsupervised.
16. MEMBERSHIP FREEZE POLICY: Corporate Members may not freeze their memberships, for any reason. If upon a doctor's order, you cannot physically receive the services because of significant physical disability, you may submit a cancellation request per the instructions noted above (Item #2).
17. GROUP FITNESS RULES: Allow enough time to sign in before each class. Do not enter a class late or leave early unless you give the instructor prior notice. If you are just starting Group Fitness or have a pre-existing injury or problems that prevent full participation, please discuss the situation with the Group Fitness instructor before class. Aerobics shoes must be worn in all Group Fitness classes.
18. DRESS CODE: Proper athletic attire and footwear required. No street clothes or dress shoes permitted in fitness area. Management has the right to prevent the use of any equipment if the proper attire is not worn.
19. PERSONAL TRAINING AND SPA SESSIONS: All sales of personal training and spa sessions are final and non-refundable. Personal Training and spa sessions expire 180 days from the date of purchase.
20. NON-EQUINOX PERSONAL TRAINERS: Use of non-Equinox Personal Trainers in the Club is prohibited. Members may not personal train other members.
21. PRICING: After the first 12 months of membership, Equinox reserves the right to increase the monthly or annual fee and will provide 30 days' notice to all Members regarding any such change in pricing; provided that pricing for Members who joined as part of a corporate program are subject to the pricing agreement between Seller and Member's employer or corporate sponsor.
22. REVOCATION OF MEMBERSHIP: Equinox reserves the right to revoke and cancel this membership at any time for any reason, in which case Buyer/Member will, no later than fifteen (15) days after such cancellation, receive a refund of all monies paid pursuant to this Agreement (except initiation fee), provided that Seller may retain expenses incurred or the portion of the total price of this Agreement representing the services used or completed, and provided further, that Seller may demand the reasonable cost of goods and services which the Buyer/Member has consumed or wishes to retain after cancellation.
23. WAIVER OF LIABILITY: Member assumes full responsibility for his or her use of the facility and releases Equinox from any and all claims, including those caused in whole or in part, by the negligence of Equinox and shall indemnify Equinox, the owner of the club location the Member is utilizing, its affiliates, agents and employees against any and all liability arising out of use of the facilities.
24. ALL ACCESS MEMBERSHIPS: All Access memberships do not include access to *E*, Century City or executive locker room facilities.