

Membership Rep \_\_\_\_\_  
 Membership No. \_\_\_\_\_  
 Membership Type \_\_\_\_\_  
 Monthly Rate \_\_\_\_\_  
 Special Instructions \_\_\_\_\_  
 Reactivate  Yes

Membership Application / Agreement

Name \_\_\_\_\_ Last \_\_\_\_\_ First \_\_\_\_\_ Employer/Title \_\_\_\_\_ DOB: \_\_\_\_\_ Gender M  F

Co-Applicant \_\_\_\_\_ Last \_\_\_\_\_ First \_\_\_\_\_ Employer/Title \_\_\_\_\_ DOB: \_\_\_\_\_ Gender M  F

Home Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Business Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

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

Email \_\_\_\_\_ Co-Applicant's Email \_\_\_\_\_

Membership Types	Add-on Options	Specialty Memberships	Agreement Type
<input type="checkbox"/> Individual <input type="checkbox"/> Couple	<input type="checkbox"/> Tennis <input type="checkbox"/> Children	<input type="checkbox"/> Student/ Young Professional <input type="checkbox"/> Junior <input type="checkbox"/> Senior	<input type="checkbox"/> Non-Prime <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate Code _____
			<input type="checkbox"/> Month-to-Month (Minimum 3 month commitment) <input type="checkbox"/> 12 Month

Children on Membership	Name	Gender	Dues	DOB	Payment Summary	
		M <input type="checkbox"/> F <input type="checkbox"/>	\$ _____	/ /		Initiation Fee \$ _____
		M <input type="checkbox"/> F <input type="checkbox"/>	\$ _____	/ /		Prorated Dues for _____ \$ _____
		M <input type="checkbox"/> F <input type="checkbox"/>	\$ _____	/ /		Total Collected (Tax Included): \$ _____
		M <input type="checkbox"/> F <input type="checkbox"/>	\$ _____	/ /		Total Monthly Membership Dues Rate: \$ _____
	M <input type="checkbox"/> F <input type="checkbox"/>	\$ _____	/ /	Other _____ \$ _____		
					Membership Start Date _____	

**Payment Authorization**

I hereby request and authorize Athletic Club Northeast to charge my account via Electronic Funds Transfer on a monthly basis beginning \_\_\_/\_\_\_/\_\_\_.

The debit will consist of monthly dues plus any other club charges (if applicable) made by myself or other persons included in my membership until the cancellation of my membership is effective in accordance with the resignation policy detailed in the Terms and Conditions on the back of this Agreement. The authorization is extended by me to Athletic Club Northeast and/or its authorized agents or firms engaged in the business of processing check and charge card debits.

1.  Checking / Savings Account Name \_\_\_\_\_  
 Attach voided check

2. Credit Card Number \_\_\_\_\_ Expiration \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_ Signature \_\_\_\_\_  
Credit Card / Bank Account Holder

### CANCELLATION RIGHT

**ATHLETIC CLUB NORTHEAST (ACN) MONEY BACK GUARANTEE:**

ACN EXTENDS A FOURTEEN (14) DAY TRIAL PERIOD WITH A FULL REFUND. THIS REFUND DOES NOT APPLY TO AMOUNTS OWED BY MEMBER TO ACN UNDER ANY OTHER MEMBERSHIP APPLICATION OR AGREEMENT. THE 14 DAYS INCLUDE THE DATE ON THIS AGREEMENT. YOU MAY RESCIND THIS AGREEMENT BY SENDING WRITTEN NOTICE TO ATHLETIC CLUB NORTHEAST THAT YOU ARE EXERCISING YOUR RIGHT TO RESCIND BY FACSIMILE TRANSMITTAL, MAIL, EMAIL HAND DELIVERY OR COMPLETING A MEMBERSHIP CANCELLATION FORM AT THE CLUB. A NOTICE IS DEEMED DELIVERED ON THE DATE POSTMARKED IF MAILED, ON THE DATE DELIVERED IF BY HAND DELIVERY, FACSIMILE OR EMAIL. IF YOU PROPERLY EXERCISE YOUR RIGHT TO RESCIND WITHIN 14 DAYS (NOT LATER THAN 5PM) OF \_\_\_\_\_ (DATE), **YOU WILL BE ENTITLED TO A REFUND OF ALL PAYMENTS MADE PURSUANT TO THIS MEMBERSHIP APPLICATION.**

**EACH OF THE UNDERSIGNED MEMBERS ACKNOWLEDGES RECEIPT OF THE FOREGOING NOTICE AND COPIES HEREOF:**

I have read and understand this agreement along with the terms and conditions contained on both sides of this document and will abide by the rules and regulations of Athletic Club Northeast. In addition, I understand that the primary member represents all members and accepts all responsibility on the account and that all **memberships are non-transferable and non-assignable to another individual.** By signing this document or sending this by facsimile, I do intend it to be my legally binding and valid signature on this agreement as if it were an original signature.

Primary Member's Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Co-Applicant Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Membership Representative (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

# MEMBERSHIP AGREEMENT

The Undersigned (member) agrees to the following terms and conditions of membership to the Athletic Club Northeast (ACN).

**CLUB APPROVAL:** This membership agreement (contract) is subject to the Club's final approval and acceptance of Member's application. The club may reject member's application at its sole discretion for any reasons whatsoever, if this Contract is rejected by the club, the contract shall be null and void and member shall not become a member of the club. If this contract is accepted by the club, member shall be bound by the terms and conditions of a contract.

**USE OF FACILITIES:** Subject to the terms and conditions of this Contract and the Club's Rules and Regulations. Member shall have the right to reasonably use the Club's facilities and participate in the activities in the club as a member of the club. Members shall have no right, title, ownership, or other interests in the club or its facilities, activities, property, premises or assets.

**RULES AND REGULATIONS:** Member shall follow and conform to the club's rules and regulations (a copy of which are attached hereto), which may change from time to time upon written notice to Member. Failure by the club to enforce any rule or regulation shall not be deemed or construed to be a waiver by the club of said rules and regulations. If member fails to follow the club's rules and regulations, the club may, at its sole discretion, cancel member's membership for breach.

**IDENTIFICATION:** Member shall provide reasonable identification to gain access to the club.

**CHARGING PRIVILEGES/PAYMENTS:** Member may be extended club-charging privileges. A valid credit card or bank account must be on file to attain charging privileges. If unpaid balances remain from the previous billing period, charging privileges may be terminated. Upon request, charging privileges may be reinstated by the next business day following full payment of an overdue account balance.

All dues and members charge will be payable monthly (other than annual dues pre-payments) and either collected by Electronic Funds Transfer (EFT) via the member's bank account, or charged to an approved credit card. A fee will be assessed for electronic payments returned due to insufficient funds or any other reason. Late fees may also be applied. Statements will be sent to all members with accounts that are past due, with payment due directly to ACN. For charges not paid via electronic payment, statement billing will include a processing fee. If this bill is not paid within ten days of the date charged, Member will be subject to, without notice, a late fee to cover the additional administrative and re-billing caused by payment not received on time. Failure to use the club facilities will not relieve Member from its obligation to pay all amounts due under this contract.

**DELINQUENT ACCOUNTS:** The club may cancel Member's membership for breach, if member's account remained unpaid for 30 days after the date charged. Upon failure of Member to make payment to the club for all amounts, the club will initiate collection activities on members' account. The expenses, which will be charged to Member, may include a reasonable attorney's fee. The club reserves the right to charge an initiation fee upon rejoining or reactivation.

## TERM:

**Month-to-Month:** This membership is a month-to-month Membership. The monthly membership dues may be changed upon not less than 14 days written notice. I understand that I am committing to a minimum three (3) month membership. The three (3) month period commences on the 1st of the month following the date the membership begins. After fulfilling my minimum three (3) month membership commitment, which requires three (3) full months of dues payments, I understand that the membership may be cancelled at any time with written notice pursuant to the Resignation Policy and the total dues owing for the membership as well as all discounts and initiation fees are not-refundable. As such, any failure to use the membership indicated above and/or the facilities and programs associated therewith does not relieve applicant of any liability for payment of the total dues or other charges owing as indicated above, regardless of circumstances.

**INITIAL \_\_\_\_\_**

**12 Month Agreement:** MEMBER AGREES TO REMAIN A MEMBER OF THE CLUB FOR A MINIMUM OF 12 CONSECUTIVE MONTHS FROM THE DATE OF THE CONTRACT. **THEREAFTER, MEMBERSHIP CONVERTS TO A MONTH-TO-MONTH MEMBERSHIP.** I understand that I am committing to a minimum three (3) month membership. The three (3) month period commences on the 1st of the month following the date the membership begins. Member acknowledges that in order to be relieved of the agreement terms, the balance of the dues owed for the remaining months of the agreement must be paid in full. Special consideration can be made if cause for cancellation is based on a medical contingency and written authorization from a doctor is received; or if a member moves 50 miles or more away from the Club with proof of new residency. Any Leave of Absence taken during the initial term of this agreement will extend the commitment by the number of months the member's account in on Leave of Absence. Rate for Student/Young Professional memberships will only be honored through the current maximum age for this type of membership regardless of whether the number of selected months on this agreement has expired or not. At the end of the agreement period chosen this plan remains in effect on a month-to-month basis and the Resignation Policy applies. I authorize ACN to collect payment under the method of payment indicated on the agreement and the balance of the remaining dues owed should I not satisfy the terms of the agreement.

**INITIAL \_\_\_\_\_**

**CHANGING MEMBERSHIP TYPE: Family membership type may not be downgraded during the active portion of a 12 month contract. Month-to-month membership and individual members wishing to upgrade or add a racquet membership during an active 12 month contract can be changed at any time, subject to current club policies at the time of the change.**

**UPGRADES/DOWNGRADES:** Requests for upgrades/downgrades of membership must be made in writing. Upgrades will be effective immediately unless otherwise requested. Requests for downgrades must be submitted by the last day of the month for the downgrade to be effective for the following month. Primary Member's signature in required for all changes. Proof of eligibility/residency to upgrade/add members is required.

**LEAVE OF ABSENCE:** This Membership may be put on a Leave of Absence (LOA). LOA requests must be in writing and submitted by the last day of the month for the LOA to be effective the following month. LOA must state the leave and return date. There is a monthly charge for accounts in LOA (exceptions for medical LOAs may be approved for no charge with proper medical documentation). There will be no retroaction or partial month adjustments. A medical LOA must be accompanied by a doctor's note. If member chooses to cancel their membership while on a LOA, the membership is reinstated, full dues will be charged for the final month of membership and the cancellation policy takes effect. An LOA extends any memberships in an Extended Plan by the number of months the membership is in a LOA status.

**WAIVER OF LIABILITY:** I have read and understand the Membership Cancellation Policy listed on the back of this form and agree to be bound by the rules as they now exist and may, from time to time be amended.

I also agree that all exercise, treatment and use of equipment and facilities of Athletic Club Northeast shall be undertaken at my and my minor children (s) sole risk. As a member I assume the risk of all injuries I or my minor children may suffer while using any of the equipment or the facilities of Athletic Club Northeast and that, neither Athletic Club Northeast nor the owner or operator of Athletic Club Northeast shall be liable for any claim, demands, injures, damages, actions or cause of actions, whatsoever, to me and my minor children or property arising out of or connected to any of the service, equipment and/or facilities of Athletic Club Northeast or of the property or premises where same are located, and I hereby expressly forever release and discharge Athletic Club Northeast and the owner or operator of Athletic Club Northeast from all such claims, demands and injuries, damage, actions or cause of action and from all acts of negligence, active or passive and all other fault on the part of Athletic Club Northeast, its owners, operator or the services, agents or employees of the forgoing.

By signing the membership agreement, the signee has reviewed and concurs that all information in the agreement is correct to the best of his/her knowledge and belief. The signee agrees to the above agreement and all terms and conditions listed on the form and reverse of this form. Furthermore, the signee agrees to accept financial responsibility for all individuals listed on this form. If you have a history of heart disease, you should consult a physician before joining the Athletic Club Northeast. In the event optional services are offered, be sure that any options you have selected are lined through or that is otherwise indicated that you have not selected these options.

**ASSIGNMENT:** Member's membership is personal in nature and Members may not sell, assign, or transfer this membership or contract. Initiation fees and dues are subject to change without notice. Memberships are assessable. The club may transfer or assign its rights and duties under this contract without the consent of Member. If the membership of the club is changed, the new owner shall, within 10 days of such change, provide member with notice of the rights and obligations of member to the club affected by such change.

**WAIVER AND RELEASE OF THEFT/PROPERTY DAMAGE:** Member is responsible to protect against theft or damage to Member's personal property while using the club. Member waives, and releases the club from any and all claims, damages, or responsibility relating to the theft of or damage to Member's personal property at the club, including without limitation, any belongings left by the member in the locker, the locker room or other club facilities, or theft or damage to any automobiles or personal property left in the club's parking lot.

**WAIVER AND RELEASE OF PERSONAL INJURY:** Member recognizes, acknowledges and agrees that athletic activities and using the club may result in personal injuries, including serious bodily injury or death. By accepting this contract and in using the Club's facilities, member assumes all risks of injuries his/her minor children may suffer and responsibilities associated using the club's athletic facilities, including any athletic activities, rooms or other club usage. Member agrees, waives and releases

Wellbridge Club Management, LLC, Starmark Holdings, LLC, Starmark II, LLC, and any of their subsidiaries, assigns, successors, attorneys and insurers from any and all claims, damages, liabilities, expenses and costs arising out of or relating to (a) the club's negligence, (b) any other member's, guest's or invitee's conduct, (c) the condition of the club's facilities, (d) member's use of the club's facilities and activities, including without limitation member's or his/her children's use of the club's parking lot, athletic facilities, athletic equipment, pool, sauna, steam room, showers or any facilities and activities associated with the club. Further, member agrees to indemnify and defend the club against any and all claims, damages, cost, and expenses, arising from the use of the club by member or member's minor children, guests or invitees.

**HEALTH WARRANTY:** I warrant and represent that I, any family member, ward or guest (each, a "Guest") who uses any ACN facility has no disability, impairment or illness preventing such person from engaging in active or passive exercise or that will be detrimental or inimical to such person's health, safety or physical condition. I acknowledge and agree that: (1) ACN will rely on the foregoing warranty in issuing my membership, (2) ACN may perform a fitness assessment or similar testing to establish my or my Guests' initial physical statistics, (3) if any fitness or similar testing is performed by ACN, it is solely for the purpose of providing comparative data with which I or my Guests may chart progress in a program and is not for any diagnostic purposes whatsoever, and (4) ACN shall not be subject to any claim or demand whatsoever on account of ACN's evaluation or interpretation of such fitness assessment or similar testing. I and my Guests' are responsible for understanding our respective medical history and should consult with a physician prior to engaging in exercise or continuation of exercise if a medical condition appears to be developing.

**DAMAGE TO FACILITIES:** I agree to pay for any damage that I, my family or my Guests may cause this club's facilities through careless or negligent use thereof.

## CANCELLATION POLICY:

**A.** The contract may be cancelled in the event of member's death or total disability during the membership term. Total disability means a condition which has existed or will exist for more than six (6) months and which will prevent Member from using the club. In order to establish death, the member's estate must furnish to the club a death certificate. In order to establish disability, Member must furnish the club certification of the disability by a licensed physician whose diagnosis or treatment is within his scope of practice. Cancellation will be effective upon establishment of death or disability according to these provisions. In the event that Member has paid membership fees in advance, the club shall be entitled to retain an amount equal to the amount computed by dividing the total cost of the membership by the total number of months under the membership and multiplying the result by the number of months expired under the membership term. As to membership fees paid monthly, dues will be refunded for the month in which written notification is received of the death or disability and the proper documentation outlined above has been provided.

**B.** A month-to-month membership may be cancelled by providing at least one (1) month's written notice. Cancellation shall be effective on the 1st of the month that is at least one (1) month after the date the notice is delivered. Notice can be provided by first class mail (Certified with Return Receipt Recommended), personal delivery of cancellation form at the club (Obtaining a copy from Club Personnel Recommended), and facsimile transmission of cancellation form to 303-813-4197. Concurrently with the delivery of written notice, Member must pay the club any amounts due on the account as of the cancellation date and on or before the cancellation date member must return all membership cards. Those who have signed a 12 month agreement are subject to the terms of their agreement and are responsible for the balance of remaining dues. All memberships are non-refundable, non-transferable, non-assignable and non-proprietary.

**C.** Under this contract, no further payments shall be due to anyone including any purchaser of any note associated with or contained in this contract, in the event the health spa at which the contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within 10 miles.

**D.** If member cancels the membership other than as permitted by this contract or if the club cancels the membership due to member's breach of this contract, the club shall be entitled to (1) retain the full amount of the initiation fees and any other optional amenity fees owing from Member, and (2) due to the difficulty and uncertainty in ascertaining the computing the actual damage to the club from such a cancellation as liquidated damages and not as a penalty. Member shall pay the club (or the club shall be entitled to retain from amounts prepaid by Member) an amount equal to the monthly membership dues multiplied by the number of months remaining in the term of this contract, if any. The club may cancel this contract at any time and for any reason upon written notice to Member, in which event if member is not in breach of this contract, the club shall reimburse member for any amounts paid by member for future services.

**MISCELLANEOUS:** This contract, along with the club's rules and regulations constitute the full and complete agreement between the club and member, and supersedes all prior agreements and understandings both written and oral among the parties with respect to the membership. In the event that any provision of this contract shall be unenforceable or invalid provision within the limits of applicable law or be so held by applicable court decision such un-enforceability or invalidity shall not render this Contract, the remaining clauses and provisions or portions thereof, unenforceable or invalid as a while and in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. The failure of either party to enforce any provisions in this contract shall not be construed to be a waiver of the right of such party thereafter to enforce such provision. This contract will be governed in accordance with the laws of the State of Georgia without regard to that state's conflict of law analysis.

**WAIVER AND RELEASE OF ELECTRONIC MEDIA:** I recognize, acknowledge and grant permission for Starmark Holdings, LLC, its affiliates, subsidiaries, employees, successors and/or anyone acting with its authority, to take and use still photographs, motion picture, video, sound recordings and/or testimonials of me and/or any family member, ward or guest. I hereby waive any right to inspect or approve the photographs, electronic matter, and/or finished products that may be used in conjunction with them now or in the future. I hereby grant all right, title and interest I may now have in the photographs, electronic matter, and/or finished products to Starmark Holdings, LLC and/or anyone acting with its authority, and hereby waive any right to royalties or other compensation arising from or related to the use of the photographs, electronic matter, and/or finished matter. I hereby consent to receive future calls, text messages, and/or short message service ("SMS") calls (collectively, "Calls") that deliver prerecorded or prewritten messages by or on behalf of Wellbridge to me. Providing consent to receive such Calls is not a condition of purchasing any goods or services from Wellbridge. I understand that I may revoke this consent by following the 'opt-out' procedures presented upon receiving a Call.

## CORPORATE MEMBERS REGULATIONS:

**INITIAL \_\_\_\_\_**

1. Corporate members must be a W-2 paid employee or associate of a firm or approved organization that has a corporate membership with ACN, unless otherwise agreed to in writing. ACN must be notified immediately of any change in employment status.

2. Discounts on monthly dues may change in accordance with the number or employees of the corporate firm who belong to ACN. I understand I will lose my corporate discount and will be readjusted to regular rates if my employer drops below the minimum required number of participating employees for them to be eligible in the corporate discount program.

3. It is the member's responsibility to notify ACN of any change in employment status. I understand that I will be assessed appropriate monthly fees should I leave the above corporation/organization, or the corporation/organization drops its corporate membership.

4. Proof of employment must be provided to obtain the corporate discount.

## STUDENT YOUNG PROFESSIONAL (SYP) MEMBERSHIPS:

**INITIAL \_\_\_\_\_**

Student/Young Professional (SYP) discounted memberships are offered exclusively to members between the ages of 19-29. This special discounted rate will be honored through the age of 29. I understand that beginning the month after my 30th birthday my monthly dues rate will increase by \$10. Each year thereafter my monthly rate will increase by an additional \$10 until my rate reaches the then current rate. I also understand that my rate may also change for any other upgrades or downgrades of the membership that I may initiate.

Applicants Signature	Date
Co-Applicants Signature	Date

**NOTICE: State law requires that we inform you that should you (the buyer) choose to pay for any part 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 spa ceases to conduct business. Health spas do not post a bond, and there may be no other protections provided to you should you choose to pay in advance.**