Date Joined: Payment Type:

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**MVP FITNESS CENTER, INC.**

3072 – 175TH AVENUE, SHERRARD, IL 61281

801 1st STREET EAST, MILAN, IL 61264

**MEMBER AGREEMENT**

**Primary Member Information** KeyCard Number: \_\_\_\_\_\_\_\_\_\_\_\_

Name: Birth Date:

Address:

Street City State Zip

Email Address: Phone Number:

Emergency Contact:

Name Phone Number

**Additional Family Member Information**

Name: Date of Birth: Key Card Number:

Name: Date of Birth: Key Card Number:

Name: Date of Birth: Key Card Number:

\*NOTE: All members must be 18 years of age or older and will be issued their own key fob. Children at least 14 years old may sign up with a parent, but will not be issued a key card, and must be accompanied by a parent or guardian on the premises at all times.

\*\*Invoices will be sent via email to the email address provided, and mailed if no email is provided. If payment is not received by the due date, your key fob(s) will be deactivated until payment is made\*\*

**MEMBERSHIP IS SUBJECT TO THE FOLLOWING CONDITIONS:**

1. Membership payments are due on either the 1st or 15th of the month.
2. There are no refunds for cancelling a membership, including prepaid packages.
3. Any discounts where payments are made monthly via ACH will be applied at the end of the membership term.
4. Renewal terms can be cancelled at any time, provided the member is not in default of this agreement, and further provided the member delivers written notice to MVP Fitness Center, Inc. 30 days prior to the date of cancellation.
5. MVP Fitness Center, Inc. reserves the right to increase the monthly renewal dues at any time. Notice shall be provided to the member at least 30 days prior to the increase, and notice will be given via email if an email address is provided.
6. If the foregoing payment agreement is revoked for any reason, the member is not released from his or her obligation to pay.
7. MVP Fitness Center, Inc. reserves the right to charge the member $25.00 for each payment returned for nonsufficient funds.
8. **Membership will be cancelled immediately if a member allows a non-member to use his or her key for or allows a non-member access to the facility.**

**Member Assumption of Risk and Release of Liability**

In consideration for the rights to use the equipment and facilities of MVP FITNESS CENTER, INC., and in full understanding of the risk of serious injury, including permanent disability and death, and severe economic losses which might result not only from his or her own actions, inactions, or negligence, but the action, inaction, or negligence of others, or the condition of the surrounding area and any equipment used during the activities, the undersigned agrees on behalf of himself/herself and all of his or her minor children to use the equipment and facilities at his or her own risk. The undersigned acknowledges this is an UNSUPERVISED FITNESS CENTER and knowingly and freely assumes all the risks, both known and unknown, associated with using exercise equipment and exercising alone without the aid and presence of staff members of MVP FITNESS CENTER, INC. on the premises. The undersigned hereby RELEASES, INDEMNIFIES, AND HOLDS HARMLESS MVP FITNESS CENTER, INC. AND ITS OWNERS, as well as all owners and lessors of the premises, and the officers, affiliates, and employees of MVP FITNESS CENTER, INC., with respect to any and all injury, disability, death, loss, or damage to person or property that may arise out of or in connection with his or her use of any of the equipment or facilities of MVP FITNESS CENTER, INC.

The undersigned agrees that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives, and any other agents.

**I HAVE READ THE MEMBER AGREEMENT AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND APPLICABILITY TO MYSELF AND ANY MINOR CHILDREN AND THAT I/WE HAVE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I/WE SIGN VOLUNTARILY AND WITHOUT ANY INDUCEMENT.**

ADDITIONAL TERMS AND CONDITIONS: I confirm and acknowledge that I am aware of and agree to the terms and conditions and corresponding pages and attachments, including the Schedule of Fees, of this document.

Signature: Date:

Signature: Date:

Signature: Date:

Signature: Date:

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**Fees and Payments – ACH Billing**

I hereby authorize the designated billing company selected by MVP Fitness Center, Inc. to initiate debit entries to my account for the purpose of drawing monthly membership dues, including any fees or service fees, or any other purchases, using the designated method of payment until notice is given to MVP Fitness Center of membership cancellation. Fees are as shown on the current Schedule of Fees.

\_\_\_\_\_\_\_ (Initial here if applicable) I am signing up for a membership term of \_\_\_\_\_ months, and authorize the designated billing to be for a term of not less than \_\_\_\_\_\_\_\_ months, and billing shall be monthly thereafter until either party cancels the agreement.

\*Enter the following information OR attach a VOIDED check\*

Name (or Names) As Shown On Account

Type of Account: Checking Savings

Financial Institution Name

Financial Institution Address

City State Zip

Bank Phone Account Number

Bank Routing Number

For quickest processing, contact your bank for their electronic (ACH) transit routing and bank account numbers)

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. The items shall be drawn on or about the first day of each month, if membership begins in Day 15 through 31 of the month, or on or about the fifteenth of each month, if membership begins in Day 1 through 14 of the month. The transaction on your bank statement will serve as your receipt for payment.
2. The first month of membership, if not on the first day of fifteenth day of the month, shall be charged a half month.
3. There are no refunds for cancelling a membership, including prepaid packages.
4. Any discounts where payments are made monthly via ACH will be applied at the end of the membership term.
5. Renewal terms can be cancelled at any time, provided the member is not in default of this agreement, and further provided the member delivers written notice to MVP Fitness Center, Inc. 30 days prior to the date of cancellation.
6. MVP Fitness Center, Inc. reserves the right to increase the monthly renewal dues at any time. Notice shall be provided to the member at least 30 days prior to the increase, and notice will be given via email if an email address is provided.
7. If the foregoing payment agreement is revoked for any reason, the member is not released from his or her obligation to pay.
8. MVP Fitness Center, Inc. reserves the right to charge the member $25.00 for each payment returned for nonsufficient funds.

Signature: Date:

**MVP Fitness Center Inc.**

**Membership FAQs**

1. What are your hours?
   1. We are a 24 hour fitness facility. With your membership, you may come and go at any time, day or night.
2. What are your membership prices?
   1. Membership is $35 per month for the first family member, $20 for the second family member, and $10 for each additional family member. Family discounts are for family living in the same household.
3. Are there additional fees?
   1. There is a one time key card fee of $15 per key fob when you first join.
4. Do you offer day passes for friends?
   1. No. Anyone who uses our facility must have signed up as a member and signed the liability waiver. We offer monthly memberships for those wishing to try out the facility.
5. Can I share a key with a family member or friend?
   1. No. Each member must use his or her own key, EXCEPT for members under the age of 18, who must use the facilities with a parent or guardian over 18 years of age.
6. When are invoices sent?
   1. Invoices are sent via email to the email address you provide us when you join. They are emailed approximately 10 days prior to their due date.
7. How can I pay my bill?
   1. You can pay from a bank account or set up your credit card for automatic billing. You may also pay via check, credit card, or cash at any of our locations during staffed hours, or via cash or check to our drop box during unstaffed hours (please include your invoice number with any payment). Finally, you may mail payment (please do not mail cash, and include your invoice number on your check) or pay using the “Pay My Membership Dues” link on our website.

\*Key fobs will be deactivated if dues are not paid by the due date\*

1. If I let my membership lapse, can I re-join later?
   1. Sure! You can re-join at any time if your membership has lapsed, provided you have retained your key fob. If you have lost or returned your key fob to us, we will require you to purchase a new fob along with your membership fees.
2. Do you offer fitness classes?
   1. Yes! We offer a variety of classes, held at various times throughout the week. The class types and times are subject to change. Classes are taught by a certified personal trainer.
3. Can I use either location with my membership? YES!
4. How should I dress?

PLEASE WEAR SHIRT AND SHOES AT ALL TIMES. INCLEMENT WEATHER – BRING CLEAN SHOES TO CHANGE INTO