



# Design Fitness L.L.C. Open Gym Membership Contract

Open Gym Member Information	
Name	
Phone	
Address	
City/State/Zip Code	
Email	
Date of Birth	
Social Security #	
Emergency Contact Name:	
Emergency Contact #	
Names on the Design Fitness Contract	1. 2. 3. 4. 5.

## 1. MEMBERSHIP TYPES AND DUES

Membership Types and Dues			
Membership Type	Monthly Payment (1 Year Commitment)	Annual (Full Year Paid)	Special Pricing Cost
Single	\$34.00	\$408.00	\$29 monthly /\$348 annual
Couples	\$58.00	\$696.00	\$53 monthly /\$636 annual
Family (3)	\$78.00	\$936.00	\$73 monthly/\$876 annual
Family (4)	\$83.00	\$996.00	\$78 monthly /\$936 annual
Family (5+)	\$88.00	\$1056.00	\$83 monthly /\$996 annual
<b>Special Pricing:</b> EMT's/Firemen/First Responders, Teachers, Military, DF Personal Training Clients, Senior (65+) receive \$5.00 off monthly rate.			
<b>Annual Maintenance Fee (AMF):</b> Annual fee charged on Membership Anniversary Date. Single - \$15.00 Annually. Couples - \$20.00 Annually Family - \$25.00 Annually			



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## 2. APPLICATION

I apply for membership at the Design Fitness gym located at 250 Kennedy Dr. Red Bud IL 62278. I represent and warrant that I am 18 years of age or older and all facts and information set forth above and/or in the membership application dated this date are true, correct, and complete. The application is incorporated by reference and made part of this contract.

## 3. PAYMENT

Member is to pay through electronic payment from account designated on Electronic Payment Form or by cash/check if pre-approved. If member changes financial institution/accounts, the member will provide Design Fitness in writing all information required for the replacement electronic payment at least 10 days before the effective date of the change. I agree to membership payment terms as outlined in this contract or I convert another payment option with the consent of Design Fitness to a new written contract.

<b>Contract Start Date</b>	___/___/___	<ul style="list-style-type: none"> <li>Month/day of contract start date will be the membership renewal date.</li> </ul>
<b>Contract End Date</b>	___/___/___	<ul style="list-style-type: none"> <li>Auto renewal unless cancellation request received.</li> </ul>
<b>Membership Type</b>	<input type="checkbox"/> Single <input type="checkbox"/> Couple <input type="checkbox"/> Family 3 <input type="checkbox"/> Family 4 <input type="checkbox"/> Family 5+	<ul style="list-style-type: none"> <li>Select membership type.</li> </ul>
<b>Membership Dues</b>	\$ _____ Annual \$ _____ Monthly	<ul style="list-style-type: none"> <li>I must pay the total due today amount upon initiation of this contract.</li> <li>I agree to have monthly or annual electronic payment charged to the account designated on the Electronic Payment Form, for a total of one year until the renewal date.</li> <li>The membership automatically renews until a membership cancellation form is received.</li> </ul>
<b>Annual Maintenance Fee (AMF)</b>	\$ _____ <input type="checkbox"/> Single <input type="checkbox"/> Couple <input type="checkbox"/> Family	<ul style="list-style-type: none"> <li>I agree to pay the annual maintenance upon initiation of this contract (included in the Total Due Today amount).</li> <li>For subsequent membership periods, I agree to have the Annual Maintenance Fee charged to the account designated on the Electronic Payment Form, every year on the membership renewal date.</li> <li>The Annual Maintenance Fee will recur automatically until a membership cancellation form is received.</li> </ul>
<b>Total Due Today</b>	\$ _____	<ul style="list-style-type: none"> <li>Membership Dues + AMF</li> </ul>



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### **4 . TERMS**

All memberships auto renew until a membership cancellation form is received. By mutual agreement, one type of membership may be converted to another type of membership pursuant to a new contract with Design Fitness. The terms of this contract may be extended as follows:

- A. If Design Fitness temporarily closes for thirty (30) days or less, the term shall be extended for the number of days equal to the number of days that the facility was closed (excluding holidays and any other days the facility is normally closed), at no additional cost to the member(you).
- B. Member may extend the term of this contract, at no additional cost to (me) member, for the number of days equal to the days comprising the duration of my disability, if my disability precludes (me) member from using one-third (1/3) or more of the Design Fitness facilities for a period of less than six (6) months and that disability is verified by a physician. To extend the term pursuant to this Paragraph 4b. member must give a timely notice to design Fitness of members (my) request to extend.

### **5. CANCELLATION**

- A. Member (I or my legal representative) may cancel without penalty in accordance with the following:
  - i. Until (I) member receives a fully executed copy of this contract. Upon such cancellation member (I) will receive a full refund of all monies paid, not including annual maintenance fee (AMF).
  - ii. Within three (3) business days after signing this contract and receiving a fully completed copy of this contract. Upon such cancellation member (I) will receive a full refund of all monies paid, except AMF.
  - iii. If member (I) dies or becomes permanently disabled. A permanent disability means a condition which precludes member (me) from using one third (1/3) or more of the fitness facility for six (6) months or more, and the condition is verified by a physician. Upon cancellation under Paragraph 5 C, Design Fitness shall refund to member all monies paid in excess of an amount computed by dividing full contract price, excluding any initiation fee, by the number of weeks in the contract term, and multiplying the result by the number of weeks elapsed in the contract term. Annual Maintenance Fees are not refundable. Design Fitness may require, at its expense, a physician examination of member by a physician mutually agreed upon, to verify members disability, and member hereby consent to such examination.
  - iv. If member (I) moves more than twenty-five (25) miles away from Design Fitness gym. Upon cancellation under paragraph 5 C, Design Fitness shall refund monies using the same computation described in Paragraph 5 A iii above.
  - v. If the Design Fitness closes for more than thirty (30) days and Design Fitness fails to provide another comparable facility within ten (10) miles of the gym, member may cancel this contract upon written notice to Design Fitness. Upon cancellation under Paragraph 5C, member shall be entitled to all monies paid in excess of the amount computed by dividing the full contract price, excluding AMF, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.



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- B. The buyer shall notify Design Fitness of cancellation in writing via mail or by personal delivery to the facility. All money (excluding AMF) to be re-funded upon cancellation of the fitness contract shall be paid within forty (40) business days of receipt of the notice of cancellation; If buyer has executed an automatic electronic payment agreement with Design Fitness to pay for the fitness center services, any automatic electronic payments shall also be canceled within forty (40) business days after the cancellation notice receipt.
- C. Buyers right to cancel: If member wishesto cancel this contract, you may cancel contract by delivering or mailing written notice to Design Fitness. This notice must say that you do not wish to be bound by this contract. The notice must be delivered or mailed to Design Fitness at 250 Kennedy Dr., Red Bud, IL 62278. In the case of termination under Paragraph 5 A ii this notice must be delivered or mailed before 12:00 midnight of the third (3) business day after you sign and receive a copy of this contract. In some cases, as described in Paragraphs 5 A iii, iv, and v, above member may also cancel this contract if Design Fitness moves or goes out of business; if member die or become permanently disabled; or if member move from the area. If you cancel for any reason of these reasons, your notice should state the reason and Design Fitness may be entitled to a certain portion of the contract price. If Design Fitness goes out of business or refuses to give member a refund, A bond or letter of credit has been secured under which member may be entitled to collect. If you feel you have been victimized by fraud, deception, or unfair methods of competition, the Consumer Protection Division of the Illinois Attorney General’s office aids citizens. The Attorney General’s office cannot represent an individual in a lawsuit, but the limited mediation program can assist in resolving disputes or complaints filed by individual consumers.

### **6. PROTECTION**

As required by the Illinois Health Club Act, Design Fitness has obtained a letter of credit from Midland Bank, Waterloo IL. You may draw a letter of credit in the event the Design Fitness fails to comply with the refund provisions of this contract by providing the Bank with written notice setting forth in detail your reasons for wanting to draw on the letter of credit and the dollar amount which you are claiming to be entitled to receive.

### **7. FEE GUARANTEE**

Membership fees may be modified from time-to-time by Design Fitness. however, no membership fee change will be applicable to member during the initial term of this contract (but will be effective for any renewal periods).

### **8. DEFAULT/REMEDIES**

- A. Any monthly payment which is received more than ten (10) days after the due date shall be subject to a late charge of the greater of ten (10) percent of the amount due or \$20.00, for the added administrative costs associated with same.
- B. Any payment that remains unpaid for thirty (30) days shall entitle Design Fitness to terminate the membership, to suspend some or all membership privileges, and/or to take other actions permitted by law or in equity.



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- C. Closing of account, insufficient funds or any other action which prevents the automatic charge for members (my) monthly dues, if applicable, will be a material breach of this contract members (me) agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred after a material breach of this contract.

### **9. BUILDING ACCESS**

Member will be issued building access information which will entitle member to enjoy the benefits of a membership at Design Fitness. Member will present your membership code for admittance and member will be responsible for the proper use of the Design Fitness facility. Member will not permit facility access to any individual that is not covered by this contract.

### **10. MEMBERSHIP PRIVLEDGES**

- A. Member will be admitted to member activities such as, fitness training room, changing/locker room, restroom area, at no additional cost or fees.
- B. Towels will not be provided to member for use in shower area.
- C. Membership does not cover classes, individual sessions or group training sessions, special programs.
- D. Not all programs, benefits, facilities, equipment, etc. will be available at all times. For instance, if trainers are in use of certain equipment, member will use other equipment until trainer is no longer utilizes equipment.
- E. Memberships are not assignable or transferable and any attempted transfer or assignment shall be null and void. Membership transfers may be considered if the owner deems the situation fit or within reason.

### **11. MEMBER RESPONSIBILITIES**

All use of the Design Fitness center (DF) shall be undertaken at members sole risk, and Design Fitness and/or its manager shall not be liable for any harm, injuries or damage to member or my property, or be subjected to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of Design Fitness U and/or its successors or trainers, as well as its officers and agents, for all such claims, demands, liabilities, damages, actions or causes of actions. It is specifically agreed that Design Fitness and/or its manager shall not be responsible or liable for articles lost, damaged, or stolen in, about or in connection with Design Fitness center nor for loss or damage to any other of members property, including automobiles and contents.

It Is also agreed that any damages to Design Fitness gym and/or its manager, or the Centers or its contents, or property or the property of any member by another member is the sole responsibility of the offending member. The foregoing notwithstanding, neither Design Fitness nor its manager shall be received by this Paragraph 11 from liability for its own gross negligence and/or willful misconduct.



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## 12. RULES AND REGULATIONS

I acknowledge that Design Fitness operates under rules and regulations established for the safety, comfort and protection of members or other patrons and member will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted by Design Fitness. Facilities, equipment, amenities, house, service, regulations, and polices are subject to change, without prior notice, at the sole discretion of Design Fitness, and member accept such reasonable changes as a condition of membership at Design Fitness.

## 13. GENERAL PROVISIONS

- A. I acknowledge member (I) have inspected the Fitness Center (OF) and same is in full operation. No promises, representation or warranties have been made to member Design Fitness or otherwise about the fitness center.
- B. I acknowledge and agree that the Initiation Fee (AMF) represents a reasonable charge for initiating members (me) membership considering the time and effort required of Design Fitness.
- C. I acknowledge that it has been explained to member that this is a legally binding and enforceable contract and that member (I) have agreed to maintain our (my) membership
- D. for the period of time specified. This contract sets forth the entire agreement between design fitness regarding my membership and any and all prior discussions, agreements, understandings or correspondence are hereby made null and void.
- E. This contract may be amended, modified or rescinded, or any rights hereunder waived, only by written agreement signed by member (me) and design fitnesscenter.
- F. If any term or provision of this contract is found to be invalid, illegal or unenforceable, in
- G. whole or in part, the rest and reminder of this Contract shall remain in full force and effect to the fullest extent permitted by law.

**I understand that I am responsible for all reasonable collection fees, court costs, and attorney fees associated with any unpaid balances due according to the contract. I hereby agree to all the terms of this contract, intending to be legally bound hereby, and have received a completed executed copy of this contract.**

ACCEPTED BY DESIGN FITNESS, L.L.C.

MEMBER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DESIGN FITNESS \_\_\_\_\_ DATE \_\_\_\_\_  
REPRESENTATIVE

PRINTED NAME \_\_\_\_\_

PRINTED NAME \_\_\_\_\_