



MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

1. MEMBERSHIP. Your membership is a contractual privilege to use the Club premises, facilities, equipment, services and programs and participate in Club sponsored activities and events (collectively called the “**Club Facilities**”) offered from time to time by the Club to members of your type of membership during the Club’s published hours of operation. The Club reserves the absolute right without notice to initiate, change or eliminate any Club Facilities offered from time to time, to initiate, change or eliminate fees for existing or new Club Facilities; and to change its hours of operation. The classification of members, the amount of initiation fees, dues and other charges payable by the members, the suspension and termination of members, and all other matters affecting or relating to your membership shall be under complete control of the Club.

2. BYLAWS. Your membership is subject to compliance with the Bylaws of the Club, as amended by the Club from time to time, and such rules and regulations as may be posted at the Club from time to time. All signs and other rules and regulations posted in or distributed by the Club shall be considered part of the Bylaws. Bylaws may be changed, supplemented, or amended at the sole discretion of the Club, as deemed necessary for the proper management of the Club. **THE BYLAWS SHALL BE CONSIDERED A PART OF THIS MEMBERSHIP AGREEMENT.**

3. FEES AND CHARGES.

(a) Initiation Fees. In consideration of your membership, you will pay a non-transferable, one time initiation fee to the Club. The initiation fee is non-refundable after the expiration of the applicable cancellation period set forth on the signature page to this Agreement. If you cancel your membership and elect to rejoin the Club within six months, you will not be required to pay an initiation fee. Between six months and a year, you will be required to pay half of the initiation fee then in effect for your type of membership, up to \$50. After one year, you will be required to pay the full initiation fee then in effect for your type of membership. The Club reserves the absolute right at any time to change the amount, manner and time of payment of the initiation fee.

(b) Dues, Locker Fees and Other Charges. In consideration of your membership, you will also pay monthly membership dues. If you purchase a locker, you will also pay a monthly locker fee. Members with charging privileges are required to pay for all amounts charged to their Club account on a monthly basis (“**Member Charges**”). Your membership and your payments will begin when this Agreement is signed by you and the Club and will continue unless otherwise terminated in accordance with Section 6. **You understand that the failure to use the Club will not relieve you from paying dues and other charges that become due.** The Club reserves the absolute right at any time to increase membership dues, locker fees and other charges for services offered by the Club from time to time.

(c) Eligibility for Discounted Dues Rate. To receive a discounted dues rate, you must provide verification of eligibility for the discounted rate within seven (7) days of your membership commencement date or your initiation fee and monthly dues rate will automatically be adjusted to the then current initiation fee and monthly dues rate for your type of membership. In the case of corporate memberships, verification of eligibility requires proof of employment or affiliation with the corporation. Once your affiliation with the corporation ceases, you will no longer be eligible for a corporate discount.

4. PAYMENT METHOD.

(a) Monthly Payment. If you elect to pay on a monthly basis, your monthly dues and other charges (including, without limitation, locker fees and Member Charges, if applicable) (collectively, “**Charges**”) will be paid through electronic funds transfer (“**EFT**”) from the checking account, debit or credit card designated by you. You agree to sign and deliver such additional documents as may be necessary to set up and maintain the payment of your dues and other Charges through EFT throughout your membership. You authorize the Club to utilize your EFT for all payments due under this Agreement and collection of past due balances. All payments received will be applied first to any previous outstanding balances owed to the Club. It is your responsibility to update your credit card/account information with the Club. FAC reserves the right to increase dues annually at the discretion of FAC with a 30 day written prior notification.

(b) Annual Prepayment. You may elect to prepay your monthly dues for a period of twelve (12) months at a discounted rate.

(c) Late or Returned Payments. The Club will assess a service charge of \$15.00 for declined EFT payments and a \$25 service fee for returned checks. The Club may also assess a late fee of \$5.00 on all past dues accounts. No monies will be refunded. If any payment of dues or other charges is not made on time, the Club reserves the right to suspend charge privileges and cancel your membership. The Club reserves the right to refer delinquent accounts to a third party collection agency and you agree to pay for all costs incurred including, but not limited to, attorney’s fees and administrative costs.

5. TRANSFERABILITY. A paid in full membership may be transferred to another individual for a \$50 transfer fee.

6. CANCELLATION.

(a) Cancellation by Member. You can cancel your membership by giving advance written notification on a Club cancellation form or via email to the Membership Department by the **1st of the month to make that your last month.** Such cancellation shall not be deemed effective until the first day of the calendar month following the expiration of the 30-day notice period and all required payments have been made to the Club. You will remain liable for payment of dues and other Charges owed to the Club for periods prior to the effective date of cancellation. If you have prepaid your membership dues and wish to cancel your membership before the end of the prepaid term, the Club will not refund monies for the membership time not used. As stated above, a paid in full membership may be transferred to another individual for a \$50 transfer fee. Until the Club has been notified of the cancellation of your membership in accordance with the terms of this section and all required payments have been made in accordance with the terms of this Agreement, dues will continue to be charged to your account.



(b) Cancellation by Club. The Club reserves the right to terminate any membership for violation of the Club Bylaws or other rules and regulations of the Club by notice to you. Any removal or defacement of Club property or another member's property will result in immediate termination. The Club can also cancel your membership at any time without cause. If the Club cancels your membership by notice to you, you must immediately surrender your membership card. You will remain liable for all unpaid dues and other Charges for periods prior to the termination date. You will be entitled to a refund of any prepaid dues upon compliance with the conditions described above. No refunds shall be made for membership dues except as specifically provided for in this Agreement. Under no circumstances will refunds of dues be made retroactively due to failure to use the Club facilities. Any member who, in the sole determination of the Club, is loud, offensive, uses profanity, is bothersome to other members/ employees or behaves otherwise in an inappropriate or unbecoming manner or who is cited for infraction of the Club Bylaws may be suspended or terminated from the Club. In the event of termination by the Club for cause, the unused portion of any advanced payment shall be forfeited to the Club

(c) Additional Rights to Cancellation. After the initial three-day cancellation period, you may also cancel this Agreement for the following reasons:

- (i) if upon a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months;
- (ii) in the case of your death

Written notice of cancellation setting forth the reason for cancellation under this section shall be delivered in person or sent by certified or registered United States mail to the Club at the address in this Agreement. If your cancellation is due to a medical or physical disability, written verification from a licensed physician must accompany your notice of cancellation to the Club. All monies, excluding the initiation fee, paid by you pursuant to this Agreement which has been cancelled for one of the reasons contained in this section shall be refunded to you or your estate within fifteen (15) days of the Club's receipt of such notice of cancellation; provided that, the Club may retain the portion of the total contract price representing the amount of time that the services or facilities were used by you prior to cancellation.

7. TEMPORARY MEMBERSHIP HOLD (FREEZE). You may temporarily put your membership on hold for 30, 60, or a maximum of 90 days per calendar year. There is a \$10 fee per time for this service and written notification is required. A membership cannot be placed on hold verbally. You must notify the Membership Department BEFORE leaving for your freeze. Your membership will automatically resume at the end of your designated freeze period. **Please note if you wish to cancel your membership, it must be active at the time your cancellation notice is given.** Expiration dates will be adjusted accordingly for paid in full memberships. If you do not use the club for a period of time, you are not entitled to a refund or credit towards non-used time.

A TEMPORARY MEMBERSHIP HOLD WILL NOT BE GRANTED ON A RETROACTIVE BASIS.

8. PHYSICAL ACTIVITY READINESS. The Club reserves the right to decline membership to anyone having medical conditions requiring any professional medical supervision. You, on behalf of yourself and any co-member(s), represent that: (a) you and any co-member(s) are voluntarily engaging in physical exercise, are in good physical condition and have no disabilities, diseases, illnesses or other conditions that could prevent you or any co-member(s) from exercising and using the Club Facilities without injuring yourself/themselves or impairing your/their health; (b) you have consulted a licensed physician concerning an exercise program that will not expose you to risk of injury or impairment to your health; and (c) your physician has approved your contemplated activities at the Club. If you or any co-member(s) have any special exercise requirements or limitations, you agree to disclose them to the Club before using the Club Facilities or when seeking help in establishing or carrying on an exercise program. You and any co-member(s) acknowledge that the Club has not given you/them any medical advice and you/they are relying solely on the advice of your/their licensed physicians regarding the ability to use the Club Facilities. You agree to consult with your physician prior to making any dietary changes or use of any food supplements.

9. LIABILITY WAIVER. You and your guest(s) understand the possible risks associated with sports, conditioning programs, and use of any FAC equipment. You assume liability for all co-members added to your membership. You agree the Flatiron Athletic Club will not be liable for any injury incurred for any cause whatsoever, including but not limited to, negligence by Flatiron Athletic Club, employees or members. If there is any claim by anyone based on any injury or damage, which involves you or your guest you agree to pay Flatiron Athletic Club for all expenses relating to the claim and indemnify Flatiron Athletic Club for all liabilities to you or anyone else, resulting from such claims.

10. LIMITATION OF LIABILITY. You understand and agree that the Club is not responsible for loss, damage or theft of personal property of members or guests while in or on the Club premises.

11. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between you and the Club relating to your membership. You acknowledge that no other agreement exists between you and the Club relative to your membership and that no representations whether written or oral, other than those set forth in this Agreement, have been made to you to induce you to make this Agreement. This Agreement can be modified only in writing by the Club and can be terminated only as set forth herein. You further agree this Agreement is intended to be as broad and inclusive as permitted by the laws of Colorado, that it shall apply to any period of membership or any prior or subsequent membership period of yours or any dependent, and to any period during which you or any dependents use the Club Facilities.

12. COSTS AND ATTORNEYS' FEES. If any action, suit, arbitration or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the prevailing party shall recover all of such party's costs incurred therein, in collection of any judgment, enforcement of any indemnity rights, and in all appeals or petitions therefrom, including, without limitation, court costs and reasonable attorneys' fees. This section shall not be deemed to provide for the award of attorneys' fees for personal injury or non-contractual claims.