

VILLAGE FITNESS

MEMBERSHIP INFORMATION FORM

Name: _____ Male Female
Home Address: _____
City, State, Zip: _____
Home Phone: (____) _____ Work/Alternate Phone: (____) _____
Date of Birth: _____ E-Mail address: _____
Primary Physician: _____ MD Phone: (____) _____

EMERGENCY CONTACT

Name: _____ Relation: _____
Primary Phone: (____) _____ Alternate Phone: (____) _____

MEMBERSHIP SUMMARY AND PAYMENT SCHEDULE

Membership Length/Terms: 1 3 12 _____ month(s) EFT Prepaid
Base Monthly Membership Fee: \$ _____ Membership to begin on: _____
Less Discount ____% (if applicable): \$ _____ Discount Program: _____
New Member Package Fee: \$ _____ VF trainer: _____
Additional Program Fees: \$ _____ Sold by: _____
Amount Due: \$ _____ Cash Credit Card Check # _____
Total Paid: \$ _____ Notes: _____

BY SIGNING BELOW I AGREE THAT I HAVE RECEIVED, READ AND UNDERSTAND MY RIGHTS REGARDING CANCELLATION AND PAYMENT OPTIONS AND AGREE TO THE TERMS OF THIS CONTRACT.

Signature of member: _____ Date: _____

Village Fitness representative: _____ Date: _____

(If member is under 18)
Signature of parent/guardian: _____ Date: _____

VILLAGE FITNESS

IMPORTANT INFORMATION REGARDING YOUR FITNESS CENTER MEMBERSHIP

BUYER'S RIGHT TO CANCEL

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN TEN (10) DAYS FROM THIS DATE: _____.

The above notice of cancellation shall be in writing signed by you and mailed by registered or certified United States mail to Village Fitness LLC, Attention Membership Cancellation, 3 West Avenue, LeRoy, New York 14482. The contract forms, membership cards, and any other documents or evidence of membership previously delivered to you shall accompany such notice. All moneys paid pursuant to this contract shall be refunded to you within fifteen (15) business days of receipt of your notice of cancellation. If you have executed any credit or loan agreement to pay for all or part of your health club services, any such negotiable instrument executed by you shall also be returned within fifteen (15) days.

ADDITIONAL RIGHTS TO CANCELLATION:

You may also cancel this contract for any of the following reasons:

- If upon a doctor's written order, you cannot physically receive the services because of significant physical disability for a period in excess of six (6) months.
- If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.
- If you move your residence more than twenty-five (25) miles from any health club operated by Village Fitness, LLC.
- If the services cease to be offered as stated in the contract.

The above notice of cancellation shall be in writing signed by you and mailed by registered or certified United States mail to Village Fitness LLC, Attention Membership Cancellation, 3 West Avenue, LeRoy, New York 14482. All moneys paid pursuant to such contract shall be refunded within fifteen (15) days of receipt of such notice of cancellation; provided that Village Fitness, LLC may retain the expenses incurred and the portion of the total price representing the services used or completed through the date of receipt of your notice of cancellation, and further provided that Village Fitness, LLC may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall Village Fitness, LLC 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, any such negotiable instrument executed by the buyer shall also be returned within fifteen (15) days.

THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS

You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risks to you. Read this notice carefully before making a decision.

New York state law requires certain health clubs to post a bond or other financial security to protect members in the event the club closes. This club is exempt from this requirement since it gives members the option of paying on an installment basis, therefore, it need not post a bond or other form of financial security.

In deciding whether to make your payments on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet its financial obligations to members.

I hereby acknowledge that I have read and understood this Membership Agreement and Buyer's Right to Cancel, and that I have received a signed copy of this agreement.

Signature of member: _____

Date: _____

Village Fitness, LLC representative: _____

Date: _____