

FITNESS CENTER

205 Sunnyview Lane
Kalispell, MT 59901
(406) 751-4107



MEMBER AGREEMENT

Start Date _____ Access # _____

LAST NAME: _____ FIRST NAME: _____ MI: _____
DOB: ____/____/____ SEX: (MALE/FEMALE, UNDISCLOSED) MARITAL STATUS: (SINGLE, MARRIED, UNDISCLOSED)
MAILING ADDRESS: _____ HOME # (____) _____
CITY: _____ STATE: _____ ZIP: _____ CELL # (____) _____
E-MAIL ADDRESS: _____
EMERGENCY CONTACT: _____ Emergency # (____) _____

ADDITIONAL MEMBER

NAME: _____ DOB: ____/____/____ ACCESS # _____
E-MAIL ADDRESS: _____ PHONE # (____) _____

By providing your e-mail address you are giving us authorization to send you information via e-mail. Email address will only be used by Logan Health Fitness Center.

DEPENDENT CHILDREN (through age 23)

NAME	SEX (M/F)	BIRTHDATE	AGE	ACCESS #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

1. This agreement represents the complete agreement between the member(s) stated, and Logan Health Fitness Center. No representations, written or oral, other than those contained in this agreement are authorized or binding on Logan Health Fitness Center.
2. Monthly dues entitle the Member to use Logan Health Fitness Center facilities and equipment within the scope of the membership type and schedules as published on Logan Health Fitness Center website (logan.org/fitness), the monthly newsletter, posted signs, or any other normal means of communication.
3. The Member agrees to pay the monthly fees regardless of actual usage understanding that Logan Health Fitness Center facility and its services are being made available for the Member as agreed.
4. The term of this agreement is 12 months beginning from the first day of the month following the membership enrollment date. The monthly fee for the starting month will be prorated for the membership type.

5. **At the end of the initial 12-month period of this agreement, this agreement will be automatically renewed on a month-to-month basis unless the Member has given notice, in writing, to Logan Health Fitness Center at least 3 days prior to the month in which the termination is to become effective.**
6. If Member fails to make two consecutive monthly payments, Logan Health Fitness Center may declare this agreement in default and all remaining monthly payments will become due and payable or Member may choose to exercise 9 (c) below. Access to Logan Health Fitness Center will be suspended until the account is brought current.
7. The Member will be liable for payment of all costs incurred by Logan Health Fitness Center in the collection of past due obligations to Logan Health Fitness Center, including court costs and reasonable attorney's fees and collection service fees of up to 40% of balance due.
8. Registration fees are not refundable. Memberships are non-proprietary, non-voiding, and non-transferable.
9. **This agreement may be terminated prematurely under the following conditions:**
 - a. **Upon receipt of documentation that the Member has permanently relocated more than 50 miles from Kalispell city limits; or**
 - b. **If the member is deceased.**
 - c. **By paying a one-time termination fee of \$275, or the remaining monthly dues, whichever is less.**
10. Medical leave may be granted with written substantiation by a Healthcare Provider. During the leave period monthly fees will not be charged, however, the 12-month contract period will be automatically extended proportionate to the leave granted.
11. Each membership account is entitled to (2) one-month vacation leaves annually at a cost of \$25 per month. Requests must be made to Member Services 3 days prior to the month the vacation leave is desired.
12. Members agree to abide by Logan Health Fitness Center Member's Policies and Procedures available online, at Logan Health Fitness Center Front Desk, or Member Services office. Notice of changes to these policies and procedures will be made available to Members by means of: The Logan Health Fitness Center website, internal signs, postings and bulletin boards, the member newsletter, or any other normal means of communication.
 - a. In the event a Member or a guest of the Member violates any of Logan Health Fitness Center Member's Policies and Procedures, the Member's ability to use the facility may be suspended or terminated in accordance with Logan Health Fitness Center Member's Policies and Procedures disciplinary guidelines. In this event, no part of the Member's fees shall be refunded, and the remaining fees shall immediately become due and payable or Member may choose to exercise 9 (c) above.
13. The Member agrees that he/she understand the duties and responsibilities of membership at Logan Health Fitness Center and that this is a legally binding agreement, and it is understood by the Member that he or she may wish to consult with an attorney of his or her choice before entering this agreement.
14. I hereby apply for membership at Logan Health Fitness Center. I certify that the information set forth on My Member Application and Health History Questionnaire is true and complete to the best of my knowledge and agree to pay all fees when due and comply with all rules established by the management. I understand that membership and billing are not based on attendance or usage and that I am responsible for all monthly fees as outlined above.
15. I understand the risks involved in fitness and sport activities and state that my health warrants participation.
16. **Membership Rate Increases: It is understood that my monthly dues may increase each year by no more than 2%. This increase will automatically be added to my account with no additional notification other than this agreement. If it is necessary to implement an additional rate increase during the year and/or to increase the rate by more than 2% members will be given 30 days written notice.**

SIGNATURE (REQUIRED)

DATE

SIGNATURE (ADDITIONAL MEMBER)

DATE