



**Millennium  
Sports Club**

**MEMBERSHIP CONTRACT**

3419 Hillsborough Rd., Durham, NC 27705			
Date of Contract:			
Sales Consultant:			
ASF #		Card #	

**BUYER**

FIRST NAME: _____		LAST NAME: _____		DATE OF BIRTH: _____	
ADDRESS: _____		CITY: _____	STATE: _____	ZIP: _____	M/F: _____
PHONE: _____		EMAIL: _____			
PHONE 2: _____		EMPLOYER: _____		OCCUPATION: _____	

**ADD-ON**

FIRST NAME: _____		LAST NAME: _____		DATE OF BIRTH: _____	
ADDRESS: _____		CITY: _____	STATE: _____	ZIP: _____	M/F: _____
PHONE: _____		EMAIL: _____			
PHONE 2: _____		EMPLOYER: _____		OCCUPATION: _____	

**PLEASE INITIAL:**

\_\_\_\_\_ Member understands this Agreement will renew automatically on a monthly basis at the end of an Initial Term, unless this Agreement is a prepaid Agreement.

\_\_\_\_\_ Failure to utilize the facility does not relieve me of my obligations, regardless of circumstances to pay the installment in full. Should default be made in monthly installments, Member will be found to be in default and submit to Millennium Sports Club Payment Default Policy located on the back of this agreement.

\_\_\_\_\_ Each individual Member will be assessed an annual \$30.00 club improvement fee each year on the following date. The date is currently set to be: \_\_\_\_\_

**MILLENNIUM SPORTS CLUB DRAFT AUTHORIZATION**

MC  VISA  OTHER

ACCOUNT # \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

I, the account holder, wish to make payments to Millennium Sports Club through its Pre-Authorized Payment Program. I hereby authorize my bank or credit card company to make my payment for monthly dues, any unpaid past dues, and any other fees, taxes, or charges from the account shown above. I understand that I am in full control of my payment, and if any time I decide to make changes, I will notify Millennium Sports Club at least three weeks prior to the scheduled draft date. Millennium Sports Club assumes that all credit card numbers will be renewed with new expiration dates unless notified. If a check, draft, or order for the payment of funds on any financial institution submitted by Member of Millennium Sports Club is not honored, the Millennium Sports Club may add a fee (\$25.00) to the unpaid balance under any Millennium Sports Club Agreement.

Millennium Sports Club reserves the right to make multiple attempts at recovering monthly dues, any unpaid past dues and any other fees, taxes, or charges from the account shown above. Millennium Sports Club's acceptance of late or partial payments does not waive Millennium Sports Club's right to recover unpaid balances. Millennium Sports Club will apply all payments received to the balance (including late charges, if any) in order in which they are scheduled to be paid. Millennium Sports Club shall be entitled to see, transfer, discount, or assign any Millennium Sports Club Agreement to a financial institution or other entity without consent of Member.

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

SIGNATURE: \_\_\_\_\_

**TYPE OF MEMBERSHIP:**

Membership Term: \_\_\_\_\_ months

Your Agreement Begins on: \_\_\_\_\_

Your Agreement Expires on: \_\_\_\_\_

**[ ] PIF MEMBERSHIP SUMMARY :**

PIF Amount: \_\_\_\_\_

Membership Fee: \_\_\_\_\_

Total: \_\_\_\_\_

**[ ] MONTHLY DRAFT MEMBERSHIP SUMMARY:**

Today's Date: \_\_\_\_\_

Initial Term Monthly Rate: \_\_\_\_\_

Number of Payments: \_\_\_\_\_

Date of First Draft: \_\_\_\_\_

Initial Term Ends: \_\_\_\_\_

Auto-Renewal Date: \_\_\_\_\_

Renewal Rate: \_\_\_\_\_

Total of Payments: \_\_\_\_\_

Total of Term of Service: \_\_\_\_\_

*By signing this agreement, I acknowledge that I have read and agree to the terms outlined on the front and back of this Membership Agreement with Millennium Sports Club and shall be bound by all terms and conditions of this Agreement. You, the buyer, may terminate this agreement in writing by the end of business of the third business day after you sign this agreement. Business days are all days other than holidays and days where the seller's facility is not open to the buyer.*

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

SELLER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## RULES AND REGULATIONS

1. HOURS OF OPERATION- Monday –Thursday 5:am-11:00pm; Saturday 8:00am-7:00pm; Sunday 10:00am-6:00pm. Days and hours may change at the Club's discretion.
2. MEMBER ACCESS POLICY- A key tag will be issued when you join. All members must have their picture taken for the key tag. Please report a lost or stolen tag as soon as possible. A placement tag will be issued but you will be charged a replacement tag fee. If you come to the Club without your key tag, you will be asked for a photo ID. We only allow entry without you tag three (3) consecutive times, after which a new key tag will be issued at the going rate. NO ONE ELSE MAY USE YOUR KEY TAG. Unfortunately you or anyone else on your account cannot enter our Club if your membership fees are not up to date or if your account is terminated, suspended, expired, or frozen.
3. GUEST POLICY- Guests accessing the facility will be required to pay a guest fee. All guests must sign-in at the front desk, NO EXCEPTIONS.
4. PERSONAL TRAINER INSTRUCTION- Members may choose to subscribe to the services of a personal trainer that is hired by the Club. The Club does not warrant and will not be held liable for any instructions given by any personal trainers. It shall be the solo responsibility of the Member to choose a personal trainer of his/her choice, whether to follow any prescriptive directions, workout routines, training directives, and/or any instructions given by the Personal Trainer. Only authorized Personal Trainers are permitted to provide training in our Club. Personal Training by another member is not allowed whether its for payment or not. If we suspect someone providing unauthorized Personal Training, our Club Manager will investigate and you and the trainer may be suspended or expelled. If a Personal Trainer leaves the Club, his/her members will be re-allocated to another Personal Trainer in the Club. NO REFUND WILL BE GIVEN.
5. EXERCISE CLOTHING- Members are required to wear gym shorts with T-shirts or sweat suits. Leotards with tight are permitted for women. Members are further required to wear sweat socks and soft soled gym shoes at all times in the sauna and steam room. Non-marking soft soled gym shoes are required in the group fitness room. Use of goggles is required while using the tanning bed.
6. EQUIPMENT MALFUNCTIONS- Member understands that equipment may, from time to time, be out of order. When special factory parts need to be ordered, equipment may be inoperable for an unspecified amount of time. When this occurs, Member agrees to follow a regulated substitute program.
7. MAINTENANCE FEE- Members will be required to pay an annual maintenance fee. This fee helps the Club to ensure that we are constantly improving our equipment, as well as keeping your pleasant experience consistent.
8. USE OF EQUIPMENT- Disinfectant wipes are available in several locations in the Club. Each Member must wipe equipment clean after use as a courtesy to others. We are not responsible for personal exercise equipment or personal property (e.g. weight belts, gloves, cell phones, keys, etc.) left in the Club. Free weights are only permitted in the designated free weight area. Free weights and plates, upon completion must be returned to their proper racks. At no time shall any equipment be removed from the Health Club. Member will not start a machine or other device until in position. The use of gloves is recommended in the free weight area. When using strength training equipment, please allow others to "work in" to your routine when doing multiple sets. Member agrees to follow designed time use of all machines. The Club equipment should be used only in the manner specified by the directions or as indicated on the equipment. Members shall not move or modify equipment in any way. Do not try to operate any malfunctioning or broken equipment. If you believe any piece of equipment is not operating properly, please notify the Club staff immediately.
9. CLASSES- The warm-up is important! Please be on time. If you are late, do not position yourself in front of anyone. Be courteous and stand in the back. Sneakers must be worn in all classes except for Yoga & Pilates. Do not interrupt a Class or Instructor while it is in session. If you require a mat, weight or any other accessory please get one from another area in the Gym or ask for help at the Front Desk. If you have a complaint or need assistance, please go to the Front Desk. Guest taking a class must sign in and pay prior to the class.
10. UNAVAILABILITY OF FACILITY OR SERVICES- There shall be right of abatement of the running of the specified term of membership for any reason whatsoever. Failure to attend and use the facility will not relieve members of any liability for payments and amounts due. Should the facility or all the services no longer be available at the location at which the Member enrolled due to any reason, including but not limited to fire, condemnation, loss of lease, act of God, catastrophe, or for any other reason, the Club will have the right, unless Buyer has requested a refund as set forth in "buyer's Rights" paragraph located on the front of this contract hereof, to extend Member's membership for a period of time of such unavailability, or at the Club's option, Member may be transferred to another health club facility in the same metropolitan area. In connection therewith, Member agrees that entire Club's entire premises may be closed or the Club's location may be changed, moved, or eliminated for any reason, and Member agrees to accept the Club's decision as final, unless Buyer has requested a refund set forth in the "Buyer's Right" paragraph on the front of this contract. If a location is closed permanently, the Club will make every reasonable attempt to provide members with another "similar health club facility" within the same metropolitan area.
11. NO CHILDREN ALLOWED- No children will be allowed in the premises, except children in the Childcare area as provided in paragraph 12 below. Children shall be defined to be any person under the age of 14, however, in Club's sole discretion, the age may change without recourse by Member.
12. Child care may be available in accordance with the terms of your membership. An additional fee may be charged. Length of stay is limited to two hours. Parents or guardians must remain in the club at all times and children will be released only to the parent or guardian who accompanied the child to the nursery. We do not feed or change children. Child care hours, size of nursery, permitted ages and fees vary from club to club. We may deny a child's admittance due to a child's illness, misbehavior, or any other reason.
13. COMPLIANCE WITH RULES AND CONDUCT OF MEMBER- Member agrees to be subject to the control and guidance of the club staff while on the premises and will follow the instructions of the Club Personnel. Member agrees to conduct himself/herself in a quiet, well-mannered fashion while on the premises and reserve all criticism of any kind about other club members, guests, or club personnel until in a private office with the Club Manager. Member agrees to obey all rules and conditions of membership contained in this contract or in the future prescribed by the Club reserves the right to revoke or terminate the membership if a member fails to keep and obey any of such rules and conditions.
14. USE OF FACILITIES BY MEMBERS; RELEASE- Member agrees and represents on behalf of himself/herself and all family members that all exercises, workouts, and use of all club facilities shall be undertaken at each member's risk, that each Member is in good physical condition and physically able to undertake any and all physical exercises and workouts provided by the Club, and that the entity which owns the club and/or any affiliates entitles and/or their respective agents and employees shall not be liable for any claims, demands, injuries, or damages to, or actions or causes of actions by Members or their property, which arise wholly or partially due to the negligence of a Member or the entity which owns the Club and/or any affiliated entities and heir respective agents and employees from all such claims, injuries, damages, actions, or causes of action. In case of an accident, Member agrees on behalf of himself/herself and all family members that the injured party will complete an incident report, no matter how small or great the injury, and will be examined at Member's sole expense by a licensed physician who shall report in writing to both the injured party and the entity owning the Club.
15. FACILITIES INCLUDED- This membership includes the use of the location shown on the face of this agreement only, excluding massage, towels, and tanning beds. Towels are to be furnished by the Member for his/her own use. The Club reserves the right to add massage, towel service, and any other services in the future and charge a reasonable amount therefore.
16. LOCKERS- Small "day" lockers are available for your use while visiting the Club. Members have the option to rent a full locker to store personal belongings overnight at quoted price. Illegitimate locks will be cut and club will not be obligated to replace the lock. Club staff or the entity owning the Club will not be responsible for items left in
17. INCIDENTAL PROGRAMS AND SERVICES- Member/Buyer acknowledges that Member is purchasing a membership in a physical fitness facility. Club may provide, in its sole discretion, programs (such as dance or exercise programs), facilities, services, or equipment as part of its contractual obligations hereunder and may discontinue, change, or modify the same in its sole and absolute discretion, without recourse by Member.
18. NO WARRANTIES- Member agrees that no warranties, representations, or agreements or merchantability, or fitness for a particular purpose, or otherwise, express or implied, were made to Member except for those written herein or in writing, signed by an officer of the entity owning the Club.
19. NO TALKING ON CELLPHONE IN WORKOUT AREAS. Please limit all cell phone conversations to the lobby of the Club or locker room.
20. PERSONAL PROPERTY- The Club, the entity owning the Club, and the agents and employees both shall not be responsible for damaged, lost or stolen articles of clothing, or any other personal property of any Member or any Guest.
21. DAMAGE TO FACILITIES- Member agrees to pay for damage arising from any careless use of equipment, dropping of weights, or any negligence of Member.
22. NO SMOKING- Smoking is not permitted in any part of the Club including locker rooms.
23. NO PROFANITY will be allowed.