

TIMBER TOWN FITNESS

Corporate Membership Agreement Group Rate Partnership

Company Name: _____ Contact: _____

Name: _____ A/P Contact & Number: _____

Address: _____ EIN# _____

City _____ State _____ Zip _____

Office Number: _____ Alternate Contact: _____

Email _____

Main Contact Person: _____ DOB: _____ Male Female

Emergency Contact Name & Number _____ Relation to you? _____

Corporate Plans

Option A – Company Paid, ACH
\$25 monthly X Employees _____

Option B – Employee Paid, ACH
\$29.99 monthly

Billing Preference:

Monthly **Bi-Annually** **Annually**
Total Monthly: _____ Total Bi-Annually: _____ Total Annually: _____

Add-On #1 Name _____ DOB _____

Signature _____ Female Male

Add-On #2 Name _____ DOB _____

Signature _____ Female Male

Add-On #3 Name _____ DOB _____

Signature _____ Female Male

Add-On #4 Name _____ DOB _____

Signature _____ Female Male

List all additional members on separate form at the end of this packet. Be sure to include their full name, DOB and their signature.

Do not sign this Agreement until you have read the following two (2) pages.

The terms on the following pages of this form are a part of this Agreement. The Company and employee are entitled to a completely filled-in copy of this Agreement. By signing this Agreement, the Company and employee acknowledges that (A) This Agreement will become legally binding upon its acceptance by Timber Town Fitness, and (B) Timber Town Fitness makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement. This Agreement constitutes the entire agreement between the Member and Timber Town Fitness with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

NSF or Returned/Rejected Payment Policy

If a payment is returned for insufficient funds or rejected due to a closed account a NSF fee of \$25.00 will be applied to the account.

Early Termination

In the event the Company cancels their corporate contract they must notify us in writing or via email prior to the 25th of the month or the business day prior to that day. They shall incur a termination fee equal to the remaining balance on the contract divided by 2. Every 6 months the Company may renegotiate the number of employees without penalty specifically in the cases of terminations or separations of employees at the Company.

Marketing Agreement

Timber Town Fitness may advertise at your Company or on your grounds in a manner agreeable to both parties for the purpose of promotion and to increase awareness of the corporate wellness program offerings.

Notice of Dues Renewal

At the end of your initial term, you will have a thirty (30) day option period in which to cancel your Membership Agreement (the "Agreement"). If you do not cancel the Agreement during the thirty (30) day option period, the Agreement will renew automatically for an additional twelve month period under the then current terms and conditions of the Corporate Wellness Program between "The Company" and Timber Town Fitness. Member represents, acknowledges and agrees is duly eligible through "The Company" as of the date below to utilize a business Timber Town Fitness Membership Agreement upon terms set by "The Company". Member's membership privileges shall be honored by Timber Town Fitness upon receipt of this signed and dated Membership Agreement and in accordance with the terms and conditions of the Corporate Wellness Program between "The Company" and Timber Town Fitness.

NOTICE TO PURCHASER:

DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.

ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

GENERAL: Member has joined the Timber Town Fitness location designated at the top of this Agreement. The hours of operation will be set by Timber Town Fitness and may be changed at any time in its sole discretion. Timber Town Fitness is not required to continue any particular programs, facilities, services or equipment as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. Timber Town Fitness expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Timber Town Fitness and its subsidiaries. Membership does not confer on Member any ownership interest in Timber Town Fitness or any of its property.

RULES AND REGULATIONS: Member acknowledges the existence of and the need for rules and regulations governing use of Timber Town Fitness equipment and facilities and participation in programs and services (the "Rules and Regulations"). Member acknowledges Member will adhere to the Rules and Regulations and agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. Timber Town Fitness reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Timber Town Fitness may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Timber Town Fitness in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

POSTING OF PETITIONS, NOTICES, ETC.: The circulating or posting of a petition, notice, circular or statement of any kind is prohibited in or near Timber Town Fitness's facilities, unless such a document is first submitted and approved by the management of Timber Town Fitness.

LIABILITY FOR PERSONAL PROPERTY: Timber Town Fitness shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around Timber Town Fitness premises including, but not limited to, a vehicle or its contents. Member shall be liable to Timber Town Fitness for any damage to Timber Town Fitness facilities and any equipment, furniture or fixture located thereon caused by Member or any of Member's guests or invitees.

PAYMENT DEFAULT: If the Company or Employee fails to pay any amount when due under this Agreement, Timber Town Fitness shall be entitled, at any time in its sole discretion, to suspend or cancel the Company or Employee membership and to require the Company or Employee to immediately pay all past due balances. Suspension or cancellation shall not relieve the Company or Employee from the obligation to pay any unpaid balances. Any payments owing from the Company or Employee to Timber Town Fitness that are not received when due shall bear interest at 10%. If the Company or Employee fails to pay any amount to Timber Town Fitness when due, the Company or Employee shall pay all costs and expenses of collection incurred by the Timber Town Fitness, including reasonable attorney's fees and expenses.

HEALTH REPRESENTATIONS AND AGREEMENTS: The employee and it’s representatives warrants to Timber Town Fitness that the Employee is in good physical condition and has no medical reason or impairment that could prevent the Employee from his or her intended use of Timber Town Fitness facilities. The employee and it’s representatives acknowledges that Timber Town Fitness has not given Employee any medical advice before they joined Timber Town Fitness and cannot give the employee any such advice after they join Timber Town Fitness whether related to the employees physical condition and ability to use the facilities and services of Timber Town Fitness or otherwise. The employee and its representative acknowledges and agrees that the Employee will discuss any health or medical concerns with the Employee’s physician or other health professional prior to and while using Timber Town Fitness facilities.

MISCELLANEOUS: (i) This Agreement shall be governed by the internal laws of the State of Oregon without regard to principles of conflicts of laws, (ii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Employee without the prior written consent of Timber Town Fitness. Consent may be withheld in Timber Town Fitness absolute discretion, and (iv) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable.

NO OTHER RIGHT TO CANCEL, INCLUDING FOR NON-USE OF FACILITIES: Unless otherwise specified in the Notice of Consumer Rights, this Agreement is not cancelable by the Company or Employee except as expressly provided above including, without limitation, by reason of Company or Employee failure to utilize the facilities of Timber Town Fitness.

AUTHORITY TO MODIFY CONTRACT: Employees of Timber Town Fitness are not authorized to make any changes to this Agreement or to make any independent agreement with any Company or Employee. The Company and the Employee likewise cannot make alterations or changes to this Membership Agreement.

WAIVER OF LIABILITY: MEMBER ACKNOWLEDGES THAT THE USE OF TIMBER TOWN FITNESS FACILITIES, EQUIPMENT, MERCHANDISE, SERVICES AND PROGRAMS (INCLUDING PERSONAL TRAINING) INVOLVES AN INHERENT RISK OF PERSONAL INJURY TO MEMBER AND MEMBER’S GUESTS AND INVITEES. MEMBER VOLUNTARILY AGREES TO ASSUME ALL RISKS OF PERSONAL INJURY TO MEMBER, MEMBER’S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES AND WAIVES ANY AND ALL CLAIMS OR ACTIONS THAT MEMBER MAY HAVE AGAINST TIMBER TOWN FITNESS, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY SUCH PERSONAL INJURY (AND NO SUCH PERSON OR ENTITY SHALL BE LIABLE TO THE COMPANY OR EMPLOYEE, SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES FOR ANY SUCH PERSONAL INJURY), INCLUDING, WITHOUT LIMITATION: (I) INJURIES ARISING FROM USE OF ANY EXERCISE EQUIPMENT, MACHINES OR PERSONAL TRAINING SERVICES; (II) INJURIES ARISING FROM PARTICIPATION IN SUPERVISED OR UNSUPERVISED ACTIVITIES AND PROGRAMS IN EXERCISE ROOMS, OR OTHER AREAS (III) INJURIES ARISING FROM TIMBER TOWN FITNESS’S NEGLIGENCE, WHETHER DIRECT OR INDIRECT; (IV) INJURIES, DISEASE, INFECTION OR MEDICAL DISORDERS RESULTING FROM EXERCISING AT ANY TIMBER TOWN FITNESS, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES AND TORN OR DAMAGED MUSCLES, LIGAMENTS OR TENDONS; AND (V) ACCIDENTAL INJURIES WITHIN TIMBER TOWN FITNESS FACILITIES, INCLUDING THE CHANGING ROOMS, SHOWERS. THE COMPANY AND EMPLOYEE ALSO WAIVES ALL CLAIMS AGAINSTTIMBER TOWN FINTESS, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS MEMBER MAY HAVE UNDER ANY OF THE STATE’S CONSUMER PROTECTION STATUTES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND COMPANY’S AND EMPLOYEE’S MEMBERSHIP.

ASSUMPTION OF RISK AND INDEMNIFICATION: The Company and the Employee acknowledges that (i) Timber Town Fitness does not manufacture any of the fitness or other equipment at its facilities, neither Timber Town Fitness nor any of its parents, subsidiaries or other affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment. The Company or the Employee shall indemnify Timber Town Fitness, its parents, subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an “Indemnified Party”) and save and hold each of them harmless against and pay on behalf of or reimburse any such indemnified party as and when incurred for any losses which such indemnified party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Company or Employee’s membership.

_____	_____	DATE: _____
Accepted by	Signature	