

Beaumont Health and Fitness Center

PRIVILEGES

The following Health and Fitness Center Privileges have been established to ensure your enjoyment and safety when using the Center. We are committed to helping our members and guests make health and fitness part of their lifestyle. We expect our members and guests to behave maturely, responsibly and respectfully and therefore insist on your cooperation in observing these privileges. We reserve the right to deny, suspend or terminate membership privileges for failure to comply with these Privileges or for any other reason.

Article I:

MEMBER TYPES

TO BE A MEMBER: A member shall be classified as an adult (age 18 or older) who is responsible for the full prevailing monthly dues. Under the age of 18 may use the Health and Fitness Center when accompanied by a member. The person must be able to walk without the help of the Health and Fitness Center staff. The Health and Fitness Center shall have no responsibility to ensure members' and/or guests compliance with his/her physician's advice and/or restrictions, which are the sole responsibility of members and guests. Guests are also subject to payment of a guest fee as determined by the Health and Fitness Center.

Article II:

MEMBER RECORDS & PROCEDURES

- i. **ACCOUNTS:** The Enrollment Fee and the first month's prorated membership dues must be paid in full upon enrollment. The Enrollment Fee is non-refundable. **BestFIT** dues are prepaid one year in advance. **MonthlyFIT** dues are paid one month in advance. **AutoFIT** dues are charged to members' charge card account on the first or fifteenth of each month. A minimum of six-months is required for an **AutoFIT** membership. After the sixth month, the member account will continue to be charged until member notifies the Health and Fitness Center of any changes. Punch cards and DailyFIT passes are also available for purchase for those not interested in a membership. **Member Initials X _____**
- ii. **ADDRESS CHANGES:** Members shall be responsible for providing written notice concerning changes of any contact information to management.
- iii. **CANCELLATION:** Request for a refund, termination or cancellation prior to the expiration date will cause

the \$47 rate to be retroactively applied to the months used. Membership cancellation will be effective 30 days from the next billing cycle after management's approval. If enrollment fee was waived at time of registration it will be added prior to refund. Up to the cancellation effective date, membership dues and will continue to be assessed.

- iv. **FREEZES:** Certain memberships may be "frozen" and monthly dues negated during periods of forced inactivity, provided all the following conditions are met:

- A. The membership account is current with no outstanding fees.
- B. The membership cannot be frozen for less than 1 month. No retroactive freeze will be granted. Requests are limited to no more than 3 times in a calendar year. The completed Freeze Form must be turned in by the last business day of the current month to be effective the next month. Note: A business day is defined as Monday through Friday.

If a member wishes to freeze an **AutoFIT** account, the monthly credit card charge will stop effective on the next billing date. If the return date of an **AutoFIT** freeze is prior to the regular billing date, a prorated amount will be determined and the regular charge will resume on the next billing cycle.

Member Initials X _____

- v. **EXPULSION:** The Health and Fitness Center has the right to suspend or terminate the payment plan of any Member at any time, with or without prior notice, and for no reason at all, including termination of a Member due to the acts or missions of the Member guests.
- vi. **DUES ADJUSTMENT:** It is our intent to keep the monthly dues at the lowest amount feasible, but monthly dues may be increased by management with a 30-day notice. Prepaid membership dues are not subject to increase during the term of the Member Agreement.

Article III:

HOUSE PRIVILEGES

- i. **CHECK-IN:** When entering, all members and guests are required to check-in using their membership fob. Use of the Health and Fitness Center may be denied without proper identification. Members are responsible for proper use of their membership, and

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member shall not allow anyone else to use his/her membership.

- ii. **LOCKERS:** All lockers are the Health and Fitness Center's property. The Health and Fitness Center reserves the right to access any and all lockers without prior notice or permission. Items must be removed from lockers daily, and the Health and Fitness Center has the right to dispose of such items. The Health and Fitness Center is not responsible for any damaged, lost or stolen items.
- iii. **CONDUCT:** Proper conduct for language, sportsmanship, and behavior are expected at all times. Conduct or language that is improper, threatening or hazardous will not be tolerated and may lead to expulsion and/or termination of membership. Management has the final determination regarding improper conduct.
- iv. **CARD REPLACEMENT:** A \$20 fee will be charged for replacement of lost membership cards or fobs.
Member Initials X _____
- v. **FOOD AND BEVERAGES:** Members and guests shall not bring any food into the Center at any time. Beverages consumed during workout must be in a plastic container with a lid.
- vi. **TOBACCO, ALCOHOL & DRUGS:** Use of any type of tobacco, alcohol or drugs are not permitted anywhere on the Center property.
- vii. **PROPER ATTIRE:** All Members and guests must wear appropriate attire while at the Center. Proper athletic shoes (non-marking soles fully enclosing the entire foot) and shirts are required at all times in all areas outside the bathroom areas.
- viii. **EQUIPMENT:** Proper equipment is expected to be used in all areas of the facility. Management reserves the right to determine appropriateness of equipment and subsequent Member use. A member Weight Room Orientation is required prior to using the equipment on your own. Be courteous and allow equitable use to others of equipment during peak times. Members should wipe down equipment after use. Members should replace all equipment on the appropriate racks when finished. Dumbbells should not be dropped on the floor for any reason. Members and guests shall pay for any loss or damage to property for which they are responsible. If you believe any equipment is malfunctioning, please notify management immediately.
- ix. **HOURS OF OPERATION, FEES & CLASSES:** Established hours of operation, fee schedule, classes, lesson offerings or content are subject to change at any time

by the Center with or without notice. Members should not participate in classes or other Center activities without appropriate warm-up and instruction by Center staff.

- x. **MISCELLANEOUS:** The headings in this agreement are for convenience and will not be used to interpret or construe its provisions. This agreement is governed by Michigan law, and venue shall be court of competent jurisdiction in Macomb County, Michigan. If any part of this agreement is held invalid, then all remaining provisions shall continue to be fully effective. This agreement supersedes all other verbal or written agreements relating to its subject matter except for the other documents specifically referenced in this agreement and as amended from time to time, which are incorporated herein by reference. To the extent there are any inconsistencies between this agreement and the documents referenced in this agreement, this agreement shall control. This agreement only may be amended by a writing signed by both of the parties.
- xi. **INTERPRETATION:** On all questions regarding the construction, interpretation or application of these Privileges, the decision of management will be final.
- xii. **AMENDMENTS:** Amendments to these Privileges may be made from time to time in management's sole discretion with or without notice.

I certify that I agree to pay the fees indicated above. I acknowledge receipt of the Health and Fitness Center's privileges and agree to abide by the Privileges, as amended from time to time, and the Health and Fitness Center policies and rules. I have read and understand the terms and conditions of the agreement.

Member Name: _____

Member Signature: _____

Date Signed: ____/____/____

Beaumont Health and Fitness Center
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