



98 Quarter Horse Lane
 Hampstead, NC 28443
 (910) 270-4044

Member # _____

Barcode # _____

Referred by: _____

Add-on Renewal Rewrite
 Renewal and Rewrite agreements supersede any previous agreement.

BUYER NAME – First _____ Last _____ Email Address _____

Member's Name (if other than Buyer) _____ Last _____

Current Mailing Address _____ City _____ State _____ Zip _____ Birth Date _____ Gender _____

Home Phone _____ Work Phone _____ Cell Phone _____ Employer _____ Marketing Source _____

Social Security # _____ In case of emergency, call _____ Relationship to member _____ Phone _____

MEMBERS: (by initialing below, the member agrees to all the terms of this Agreement)

Member Full Name	Member #	Barcode #	Birth Date	Email	Initials

Your membership is for a period of _____ months beginning on _____ and ending on _____.

Membership Type: _____ Code _____

ITEMIZATION OF INITIAL INVESTMENT

Registration/Enrollment.....\$ _____
 Processing Fee.....\$ _____
 Card Fee.....\$ _____
 First month's dues.....\$ _____
 Subtotal.....\$ _____
 Sales Tax.....\$ _____
 TOTAL.....\$ _____

MONTHLY DRAFT RENEWAL OPTION

AUTOMATIC RENEWAL: I, _____, understand that following the initial membership term, the membership agreement will automatically continue on a month-to-month basis at a guaranteed rate of \$ _____ until a 30-day advance written notice is given by either party. Buyer's notice must be sent to Coastal Fitness Center at the address below. Any additional service(s) will also continue monthly at their same rate(s) under the same requirement to provide a written notice of cancellation. All payments must be current to terminate the membership agreement. Buyer owes all monthly payments until proper cancellation procedures have been followed.
 Buyer signature: _____
 This agreement is **NON-RENEWABLE** if this box is checked.

AGREEMENT FOR PAYMENTS

I understand that I have signed hereunder a contract/note which will be processed & collected by Coastal Fitness Center and that any future involvement I may have regarding the billing of this contract will be directly with Coastal Fitness Center in writing at the address below or at the phone number below or such address and phone number that is provided to me in writing. My failure to regularly attend and utilize center facilities does not relieve me of my obligation, regardless of the circumstances, to pay all agreed monthly payments. I understand that, except as herein provided, my membership is non-cancellable. Should I default, I agree to pay all costs of collection including but not limited to Collection Agency fees, court costs, and reasonable attorney's fees, all of which may be paid or incurred by the holder of this note. For VALUE RECEIVED, I/WVE, or either of us Promise to Pay to the order of Coastal Fitness Center or its assigns the following:

Type of service	Payment + Tax	# of Payments	Summing a total of	Starting this date (mm/dd/yy)
Membership Dues	\$ _____		\$ _____	
Enhancement Fee	\$ _____		\$ _____	

A \$25.00 service charge will be assessed for all rejected checks, credit card, and EFT transfers, subject to appropriate state and federal laws. Should default be made in any monthly installment, the entire remaining sum due hereunder shall immediately be due and payable at the option of the owner of this note and shall bear interest at the rate of 10% per annum from the date of default. To the full extent permissible by law, for purposes of collection or any dispute arising hereunder, I hereby submit to the sole and exclusive jurisdiction of the State of North Carolina. IF any installation is more than ten days past due, a late charge of \$5 of 5% (whichever is greater) of the delinquent unpaid amount may be assessed on each delinquent installment. The debtor waves presentment hereof for payment, protest, and notice of non-payment. The holder may extend or postpone payment without notice and without discharging the undersigned. PREPAYMENT: I may prepay all of the amount I still owe at any time.

COASTAL FITNESS BANK PAY

As a convenience to me, I authorize my bank to make payment to Coastal Fitness Center. I agree that treatment of such payment shall be the same as if it were signed personally by me. Payment shall be made via the following method:

Checking Savings MasterCard Visa AmEx Discover

ABA#: _____ ACCOUNT #: _____ EXP. DATE: _____

I understand that I am in full control of my account and I may change my EFT authorization by written notifications to Coastal Fitness Center at the address below. I understand that cancellation of EFT authorization in no way relieves me of my obligation to fulfill all contractual obligations.

BUYER'S RIGHT TO CANCELLATION: YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT. TO CANCEL, YOU MUST NOTIFY THE SELLER IN WRITING NOT LATER THAN MIDNIGHT OF _____.
SUCH CANCELLATION MUST BE IN WRITING, POSTMARKED BY THE AFOREMENTIONED TIME, AND SENT TO COASTAL FITNESS AT THE ADDRESS BELOW.
NOTICE TO PURCHASER: BY SIGNING BELOW, BUYER ACKNOWLEDGES READING, RECEIVING A FILLED IN COPY (PAGES 1 & 2) OF THIS AGREEMENT WITH NO BLANK SPACES, AND AGREEING TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.

Date _____

Fitness Consultation Signature _____ Initials _____ Buyer's Signature (MUST BE OVER 18 YEARS OLD) _____ Member's Signature (IF DIFFERENT THAN BUYER) _____

1. **DISCLAIMER OF LIABILITY.** COASTAL FITNESS CENTER AND ANY RELATED CORPORATIONS URGE ALL MEMBERS TO OBTAIN A PHYSICAL EXAMINATION FROM THEIR PHYSICIANS PRIOR TO THE USE OF ANY EXERCISE EQUIPMENT OR ATTENDANCE IN ANY EXERCISE CLASS. IN RECOGNITION OF THE POSSIBLE DANGERS CONNECTED WITH ANY PHYSICAL ACTIVITY, MEMBER(S) HEREBY KNOWINGLY AND VOLUNTARILY WAIVE(S) ANY CAUSE OF ACTION OF ANY KIND WHATSOEVER ARISING AS THE RESULT OF SUCH ACTIVITY FROM WHICH ANY LIABILITY MAY OR COULD ACCRUE TO COASTAL FITNESS CENTER, ITS OFFICERS, AGENTS, EMPLOYEES, INSTRUCTORS, OR ASSIGNS.
2. **RULES AND REGULATIONS.** MEMBER AGREES TO FOLLOW CENTER RULES AS PROMULGATED FROM TIME TO TIME. VIOLATION OF THESE RULES MAY BE THE CAUSE FOR SUSPENSION OR CANCELLATION OF MEMBERSHIP.
3. **SEVERABILITY.** IF ANY PART OF THIS CONTRACT SHALL BE HELD INVALID, THAT PART SHALL BE DEEMED EXCLUDED FROM THIS CONTRACT AND THE REMAINDER OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
4. **NOTICE.** ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
5. **ENTIRE AGREEMENT.** THE MEMBER AND COASTAL FITNESS CENTER ACKNOWLEDGE THAT THIS AGREEMENT CONSTITUTES THEIR ENTIRE AGREEMENT. IT CANNOT BE AMENDED EXCEPT IN WRITTEN FORM EXECUTED BY BOTH PARTIES. COASTAL FITNESS CENTER RESERVES THE RIGHT TO INCREASE MEMBERSHIP WITH 30 DAYS NOTICE.
6. **CANCELLABILITY AND TRANSFERABILITY.** THIS MEMBERSHIP IS NOT NEGOTIABLE, TRANSFERABLE, OR CANCELLABLE EXCEPT AS OTHERWISE PROVIDED HEREIN. THIS AGREEMENT WILL BIND AND INURE TO THE BENEFIT OF COASTAL FITNESS CENTER'S PERMITTED SUCCESSORS AND ASSIGNS.
7. **BUYER'S RIGHTS.** YOU AS THE BUYER, HAVE THE FOLLOWING RIGHTS:
 - (1) YOU MAY HAVE DELIVERED TO YOU ALL INFORMATION OF A PERSONAL OR PRIVATE NATURE, INCLUDING BUT NOT LIMITED TO ANSWERS TO TESTS OR QUESTIONNAIRES, PHOTOGRAPHS, EVALUATIONS, AND BACKGROUND INFORMATION WITHIN 30 DAYS AFTER REQUEST THEREOF.
 - (2) YOU MAY HAVE AT LEAST 90% OF THE PRO RATA COST OF ANY UNUSED SERVICES, WITHIN 30 DAYS AFTER REQUEST THEREOF, IF:
 - A. YOU ARE UNABLE TO RECEIVE BENEFITS FROM COASTAL FITNESS CENTER'S SERVICES BY REASON OF DEATH OR DISABILITY AND AFTER ACCEPTABLE WRITTEN PROOF THEREOF IS RECEIVED BY COASTAL FITNESS CENTER AT THE ADDRESS AT THE BOTTOM OF PAGE 1; OR
 - B. YOU RELOCATE MORE THAN 8 MILES FROM YOUR PRESENT LOCATION, AND MORE THAN 30 MILES FROM COASTAL FITNESS CENTER AND FROM ANY SUBSTANTIALLY SIMILAR FACILITY THAT WILL ACCEPT COASTAL FITNESS CENTER'S OBLIGATION UNDER THIS AGREEMENT AND APPLICABLE LAW AND AFTER ACCEPTABLE WRITTEN PROOF THEREOF IS RECEIVED BY COASTAL FITNESS CENTER AND THE ADDRESS AT THE BOTTOM OF PAGE 1; OR
 - C. COASTAL FITNESS CENTER RELOCATES MORE THAN 8 MILES FROM ITS PRESENT LOCATION, OR THE SERVICES PROVIDED BY COASTAL FITNESS CENTER ARE MATERIALLY IMPAIRED.
 - (3) YOU MAY HAVE THE PRO RATA COST OF ANY UNUSED SERVICES UNDER ALL CONTRACTS BETWEEN THE PARTIES, WITHIN 30 DAYS AFTER REQUEST THEREOF IF THE AGGREGATE PRICE OF ALL CONTRACTS IN FORCE BETWEEN THE PARTIES EXCEEDS \$1,500. IN THIS EVENT, COASTAL FITNESS CENTER MAY RETAIN 25% OF THE PRO RATA COST OF UNUSED SERVICES NOT TO EXCEED \$500.
 - (4) SHOULD DEFAULT BE MADE IN ANY MONTHLY INSTALLMENT, THE ENTIRE REMAINING SUM DUE HEREUNDER SHALL IMMEDIATELY BE DUE AND PAYABLE AT THE OPTION OF THE OWNER OF THIS NOTE AND SHALL BEAR INTEREST AT THE RATE OF 10% PER ANNUM FROM DATE OF DEFAULT.
8. **HOURS OF OPERATION.** OPERATING SCHEDULES WILL BE SUBJECT TO CHANGE FROM TIME TO TIME, ACCORDING TO PERIODIC POSTINGS AT THE CENTER. THE CENTER MAY BE CLOSED ON SUNDAYS, HOLIDAYS, AND FROM DECEMBER 15 THROUGH AND INCLUDING JANUARY 1. THE CENTER MAY BE AVAILABLE TO MEN AND WOMEN ON ALTERNATE DAYS, OR AT ALTERNATE TIMES OF DAY, AT CENTER'S SOLE DISCRETION, SUBJECT TO CHANGE BY CENTER MANAGEMENT.
9. **SIGNING IN/MEMBERSHIP CARD.** ALL MEMBERS, UPON ENTERING THE CENTER, ARE REQUIRED TO CHECK IN AT THE MAIN COUNTER. MEMBERS MAY BE REQUIRED TO PRINT THEIR NAMES AND SHOW THEIR MEMBERSHIP CARDS OR FURNISH OTHER SUITABLE IDENTIFICATION AS REQUESTED BY CENTER PERSONNEL IN ORDER TO GAIN ENTRANCE. IN THE EVENT THAT A MEMBER CLAIMS THAT THEIR MEMBERSHIP CARD HAS BEEN LOST, STOLEN, OR DESTROYED, CENTER MAY REQUIRE AN AFFIDAVIT SETTING FORTH THE RELEVANT CIRCUMSTANCES AND PAYMENT OF A SERVICE FEE BEFORE ISSUING A REPLACEMENT CARD. SUCH SERVICE FEE SHALL BE SUBJECT TO CHANGE BY CENTER. THE MEMBER SHALL BE RESPONSIBLE FOR SURRENDERING THEIR MEMBERSHIP CARD (INCLUDING FAMILY MEMBER CARDS) WITHIN 30 DAYS PRIOR TO EACH ANNIVERSARY DATE OF MEMBERSHIP (UNLESS MEMBERSHIP PRIVILEGES TERMINATE UPON SUCH DATE), WHEREUPON NEW MEMBERSHIP CARDS WILL BE ISSUED BY CENTER. THE CENTER MAY CHARGE A RENEWAL FEE FOR SUCH PURPOSE, WHICH FEE SHALL BE SUBJECT TO CHANGE BY THE CENTER.
10. **MAY I BRING A GUEST?** GUESTS ARE WELCOME AT THE CENTER. A \$10 DAILY GUEST FEE WILL BE CHARGED AT THE FRONT COUNTER.
11. **EXERCISE.** MEMBERS ARE REQUIRED TO WEAR SOFT-SOLED GYM SHOES AT ALL TIMES IN THE EXERCISE AREA. BLUE JEAN MATERIAL IS NOT ALLOWED TO BE WORN WHEN EXERCISING. APPROPRIATE EXERCISE CLOTHING SHOULD BE WORN WHILE EXERCISING IN THE GYM.
12. **INITIAL INSTRUCTION.** AN ORIENTATION WILL BE OFFERED TO EVERY MEMBER FOR THEIR FIRST 2 VISITS TO THE CENTER. ANY VARIATION FROM THE OUTLINED PROGRAMS WILL BE TAKEN AT MEMBER'S OWN RISK. THE MEMBER AGREES TO FOLLOW AN EXACT REGULATED AND OUTLINED ORIENTATION WITHOUT SUPERVISION.
13. **THE USE OF EQUIPMENT.** THE MEMBER AGREES TO FOLLOW DESIGNATED TIME USE OF ALL MACHINES EXACTLY AS PRESCRIBED. MAXIMUM TIME USE WILL BE ALLOWED ON CERTAIN SPECIFIED MACHINES.
14. **EQUIPMENT MALFUNCTIONS.** THE MEMBER UNDERSTANDS THAT EQUIPMENT MAY BE OUT OF ORDER FROM TIME TO TIME. WHEN SPECIAL FACTORY PARTS MUST BE ORDERED SOME UNITS MAY BE OUT OF ORDER FOR SEVERAL WEEKS. WHEN THIS OCCURS, THE MEMBER AGREES TO FOLLOW A REGULATED SUBSTITUTE PROGRAM.
15. **SAFETY FIRST REGULATIONS.** THE MEMBER WILL NOT START A MACHINE OR OTHER DEVICE UNTIL IN POSITION AND WILL FOLLOW TREATMENT EXACTLY AS PRESCRIBED BY AN INSTRUCTOR.
16. **UNAVAILABILITY OF FACILITY OR SERVICES.** THERE SHALL BE NO 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 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 FACILITIES OR ALL OF THE SERVICES NO LONGER BE AVAILABLE AT THE LOCATION AT WHICH MEMBER ENROLLS DUE TO ANY REASON INCLUDING BUT NOT LIMITED TO FIRE, CONDEMNATION, LOSS OF LEASE, ACT OF GOD, CATASTROPHE, OR FOR ANY OTHER REASON, THE CENTER WILL HAVE THE RIGHT, AT ITS OPTION, TO EXTEND THE MEMBER'S MEMBERSHIP FOR A PERIOD OF TIME OR SUCH UNAVAILABILITY, OR, AT THE CENTER'S OPTION, THE MEMBER MAY BE TRANSFERRED TO ANOTHER "SIMILAR HEALTH CLUB FACILITY" WITHIN THE SAME METROPOLITAN AREA. IN CONNECTION THEREWITH, THE MEMBER AGREES THAT THE CENTER'S ENTIRE PREMISES MAY BE CLOSED OR THE CENTER'S LOCATION MAY BE CHANGED, MOVED, OR ELIMINATED FOR ANY REASON, AND THE MEMBER AGREES TO ACCEPT THE CENTER'S DECISION AS FINAL. IF A LOCATION IS CLOSED PERMANENTLY, THE CENTER WILL MAKE EVERY REASONABLE ATTEMPT TO PROVIDE MEMBERS WITH ANOTHER "SIMILAR HEALTH CLUB FACILITY" WITHIN THE SAME METROPOLITAN AREA.
17. **NO CHILDREN ALLOWED.** NO CHILDREN WILL BE ALLOWED ON THE PREMISES, EXCEPT CHILDREN IN THE DAY CARE CENTER. CHILDREN SHALL BE DEFINED TO MEAN ANY PERSON UNDER THE AGE OF 14. THE AGE MAY CHANGE AT THE CENTER'S SOLE DISCRETION WITHOUT RECOURSE TO THE MEMBER.
18. **COMPLIANCE WITH RULES AND CONDUCT OF MEMBER.** THE MEMBER AGREES TO BE SUBJECT TO THE CONTROL AND GUIDANCE OF THE CENTER STAFF WHILE ON THE PREMISES AND WILL FOLLOW INSTRUCTIONS OF CENTER PERSONNEL. THE MEMBER AGREES TO CONDUCT THEMSELVES IN A QUIET, WELL-MANNERED FASHION ON THE PREMISES AND RESERVE ALL CRITICISM OF ANY MAJOR KIND ABOUT EITHER CENTER MEMBERS, GUESTS, OR CENTER PERSONNEL UNTIL IN A PRIVATE OFFICE WITH THE CENTER MANAGER. THE MEMBER AGREES TO OBEY ALL RULES AND CONDITIONS OF MEMBERSHIP CONTAINED IN THIS CONTRACT OR IN THE FUTURE PRESCRIBED BY THE CENTER, AND THE CENTER RESERVES THE RIGHT TO REVOKE OR TERMINATE THE MEMBERSHIP IF THE MEMBER FAILS TO KEEP AND OBEY ANY OF SUCH RULES AND CONDITIONS.
19. **USE OF FACILITY BY MEMBERS.** THE BUYER AGREES AND REPRESENTS ON BEHALF OF THEMSELVES AND ALL FAMILY MEMBERS THAT ALL EXERCISES, TREATMENTS, AND USE OF ALL CENTER FACILITIES SHALL BE UNDERTAKEN AT EACH MEMBER'S OWN RISK, THAT EACH MEMBER IS IN GOOD PHYSICAL CONDITION AND PHYSICALLY ABLE TO UNDERTAKE ANY AND ALL PHYSICAL EXERCISES AND TREATMENTS PROVIDED BY THE CENTER, AND THAT THE CORPORATION WHICH OWNS THE CENTER AND/OR ANY AFFILIATED COMPANIES AND/OR THEIR RESPECTIVE AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS, OR CAUSES OF ACTION TO MEMBERS OR THEIR PROPERTY, WHICH ARISE WHOLLY OR PARTIALLY DUE TO THE NEGLIGENCE OF A MEMBER, AND/OR WHICH ANSE WHOLLY OR PARTIALLY DUE TO THE NEGLIGENCE OF THE CORPORATION WHICH OWNS THE CENTER AND/OR ANY AFFILIATED COMPANIES AND/OR THEIR RESPECTIVE AGENTS AND EMPLOYEES, ARISING OUT OF OR CONNECTED WITH THE USE OF ANY SERVICES AND/OR FACILITIES OF SUCH CORPORATION OR OF ANY AFFILIATED COMPANIES AND/OR THEIR RESPECTIVE AGENTS AND EMPLOYEES ON THE PREMISES WHERE THE SAME ARE LOCATED; AND THE MEMBERS DO HEREBY EXPRESSLY FOREVER RELEASE AND DISCHARGE SAID CORPORATION OR ANY AFFILIATED COMPANIES AND/OR THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM ALL SUCH CLAIMS, INJURIES, DAMAGES, ACTIONS, OR CAUSES OF ACTION. IN CASE OF AN ACCIDENT, THE BUYER AGREES ON BEHALF OF THEMSELVES AND ALL FAMILY MEMBERS THAT THE INJURED PARTY WILL BE EXAMINED AT BUYER'S SOLE EXPENSE BY A LICENSED PHYSICIAN WHO SHALL REPORT IN WRITING TO BOTH THE INJURED PARTY AND THE CORPORATION OWNING THE CENTER.
20. **DAMAGE TO FACILITY.** THE MEMBER AGREES TO PAY AN EXTRA CHARGE FOR DAMAGE ARISING FROM ANY CARELESS USE OF EQUIPMENT, OR DROPPING OF WEIGHTS, ETC., CAUSED BY THE MEMBER.
21. **PERSONAL PROPERTY.** THE CENTER, THE CORPORATION OWNING THE CENTER, AND THE AGENTS AND EMPLOYEES OF BOTH SHALL NOT BE RESPONSIBLE FOR DAMAGED, LOST, OR STOLEN ARTICLES OF CLOTHING OR ANY OTHER PERSONAL PROPERTY OF ANY MEMBER.
22. **AMENDING OF RULES.** THE CENTER RESERVES THE RIGHT TO AMEND OR ADD TO THESE RULES AND CONDITIONS AND TO ADOPT NEW RULES AND CONDITIONS AS IT MAY DEEM NECESSARY FOR THE PROPER MANAGEMENT OF THE CENTER.
23. **WARRANTIES.** THE MEMBER AGREES THAT NO WARRANTIES, REPRESENTATIONS, OR AGREEMENTS OF MERCHANTABILITY, 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 CORPORATION OWNING THE CENTER.
24. **FACILITIES INCLUDED.** THIS MEMBERSHIP INCLUDES USE OF ALL FACILITIES OF THE CENTER LOCATION SHOWN ON THE FACE OF THIS AGREEMENT EXCLUDING MASSAGE AND SUNTANNING BEDS. THE CENTER MAY, FROM TIME TO TIME, ALLOW THE MEMBER TO USE OTHER CENTERS RELATED BY OWNERSHIP, BUT SHALL NOT BE CONTRACTUALLY OBLIGATED TO DO SO, NOR TO CONTINUE TO DO SO EVEN THOUGH SUCH PRIVILEGE SHALL BE EXTENDED TO THE MEMBER ON ONE OR MORE OCCASIONS. TOWELS ARE TO BE FURNISHED BY EACH MEMBER FOR THEIR OWN USE. THE CENTER RESERVES THE RIGHT TO ADD MASSAGE, TOWELS, OR ANY OTHER SERVICES IN THE FUTURE AND CHARGE A REASONABLE AMOUNT THEREOF.
25. **BABYSITTING.** CENTER MAY PROVIDE, AT ITS SOLE DISCRETION, BABYSITTING SERVICES FROM TIME TO TIME. SAID SERVICES, IF PROVIDED, ARE NOT TO BE VIEW AS PART OF A MEMBER'S CONTRACTUAL PRIVILEGES. SAID SERVICES MAY BE ENTIRELY DISCONTINUED AT THE OPTION OF THE CENTER, AND HOURS, LIMITATIONS, CONDITIONS, AND TERMS OF OPERATION MAY BE ESTABLISHED OR AMENDED AT THE SOLE DISCRETION OF THE CENTER. THE CENTER MAY CHARGE FOR SUCH SERVICE, AND MAY CHANGE THE AMOUNT OF SUCH CHARGE, FROM TIME TO TIME AT ITS SOLE DISCRETION.
26. **INCIDENTAL PROGRAMS AND SERVICES.** THE MEMBER ACKNOWLEDGES THAT MEMBER IS PURCHASING A MEMBER IN A PHYSICAL FITNESS FACILITY. THE CENTER MAY PROVIDE, AT ITS SOLE DISCRETION, PROGRAMS (SUCH AS DANCE EXERCISE PROGRAMS), FACILITIES, SERVICES, OR EQUIPMENT AS PART OF ITS CONTRACTUAL OBLIGATIONS HEREUNDER AND MAY DISCONTINUE, CHANGE, OR MODIFY THE SAME AT ITS SOLE AND ABSOLUTE DISCRETION, WITHOUT RECOURSE BY THE MEMBER.
27. SMOKING IS NOT PERMITTED IN ANY PART OF THE CENTER, INCLUDING THE LOCKER ROOM AREA.
28. NO MEMBERS ARE ALLOWED BEHIND THE FRONT DESK.
29. NO MEMBERS ARE ALLOWED IN THE PRO SHOP WITHOUT SUPERVISION.
30. NO ALCOHOLIC BEVERAGES OR NON-PRESCRIPTION DRUGS, INCLUDING ANABOLIC STEROIDS, ARE ALLOWED ON THE PREMISES OF THE CENTER.
31. WEIGHT PLATES MUST BE PUT BACK ON THE WEIGHT RACKS AFTER EACH OTHER. PLEASE DO NOT LEAN THE WEIGHT PLATES AGAINST THE EQUIPMENT OR LAY THEM ON THE FLOOR.
32. NO CHALK OR BABY POWDER IS PERMITTED IN THE WORKOUT AREA.
33. WEIGHT BELTS MUST BE REMOVED BEFORE UTILIZING THE EQUIPMENT WITH SIGNS READING "PLEASE REMOVE WEIGHT BELTS".
34. LOCKERS ARE AVAILABLE FOR YOUR USE WHILE VISITING OUR FACILITY. HOWEVER, LOCKS WILL NOT BE PROVIDED. IF YOU BRING YOUR OWN LOCK, YOU MUST REMOVE IT BEFORE YOU LEAVE. IF A MEMBER'S LOCK IS LEFT ON A LOCKER AFTER THE MEMBER HAS LEFT THE CENTER, THE LOCK WILL BE SUBJECT TO REMOVAL, AND SELLER WILL NOT BE OBLIGATED TO REPLACE THE LOCK.
35. NO PROFANITY WILL BE ALLOWED.

We appreciate your respecting the rights of fellow members and guests. Please help us obtain and maintain.