



FTX Use Only  
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 Initials \_\_\_\_\_

## Membership Agreement

**Client Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**FTX CrossFit Membership Summary:**

- Memberships are paid in advance of service on the 1st day of each month. CrossFit Kids' dues are paid in advance of each session. Punch cards are a one-time payment at time of issuance.
- New memberships are prorated for the first month. Regular monthly dues apply thereafter with payments made the first day of each month.
- Membership dues are paid by monthly automatic electronic payment (credit card, debit card, or automatic checking account draft). Month-to-month memberships are \$25 more per month.
- Memberships 30 days past due will be cancelled. Reinstatement requires payment of dues owed, reinstatement fee of \$25 and payment of first month of new membership.
- **Written notice of 30 days must be given to assure cancellation of term memberships. No partial months.**

### Membership Options (Circle desired option)

<u>Membership Type</u>	<u>Individual</u>	<u>1<sup>st</sup> Additional Family Member</u>	<u>All additional family members</u>
Unlimited (12 Month)*	\$150/mo	\$75	\$60
3x / Wk (12 Month)*	\$110/mo	\$55	\$44
2x / Wk (12 Month)*	\$80/mo	N/A	N/A
10 Visit Punch Card (Available twice per person per year.)	\$100	N/A	N/A
1 Yr Advance Unlimited (2 Months free)	\$1,500	\$750	\$600
1 Yr Advance 3x / Wk (1 Month free)	\$1,200	\$600	\$480
Other: _____			

\* Month-to-month add \$25.

<b>CrossFit Kids (8 &amp; 12 week session)</b>	<b>2x / wk for 8</b>	<b>2x / wk for 12</b>	<b>2x / wk for 4</b>
1 <sup>st</sup> Child	\$110	\$150	\$60
2 <sup>nd</sup> Child	\$55	\$75	\$30
Additional children	\$44	\$60	\$24

**Other Fees**

Late Fee (5 or more days past due)	\$15
Declined/insufficient funds charge	\$25
Hold fee (up to 3 months)	\$25
Change membership type fee	\$25

**Military and Emergency Responders Discount** – 20% discount off all membership types  
**Student Discount** – 20% off when no other family member is signed-up.

Discounts are non-combinable. Only greatest discount applies per person.

1. **Agreement** – This agreement is between FTX Fitness Inc. (DBA FTX CrossFit), hereafter referred to as FTX CrossFit, and \_\_\_\_\_. Hereafter referred to as “member”. This agreement is entered on \_\_\_\_\_ (Month/Day/Year).

2. **Membership -**

- a. **Term Memberships:** Your first month at FTX CrossFit is prorated, contingent upon when this Agreement is initiated relative to the first of each month. Monthly Dues are only prorated once, upon initial enrollment with FTX CrossFit.
- b. **Month-to-Month Memberships:** Members will need to pay on a monthly basis by check, money order or cashier’s check.
- c. **Term Membership Payments:** All term memberships and guest fees are collected via auto-debit (i.e., electronic funds transfer) from either a checking account, debit card or credit card. By providing your checking account, debit card or credit card information you allow FTX CrossFit to automatically withdraw dues and fees as they come due each 1<sup>st</sup> of the month.
- d. **Family Memberships:** Family is defined as spouse or children living in the same household. Only one member is allowed to satisfy dues. If a family membership drops to one member, the Dues change to the Individual rate in effect at that time.
- e. **Kids Sessions:** Payments are made in advance for each 4 week, 8 week or 12 week session.
- f. **Right to Modify Dues:** If you have a Month-to-month Membership, then FTX CrossFit may increase your Dues at any time.

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3. **Three-Day Right of Rescission -** New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, FTX CrossFit will return to the member within thirty days all amounts paid less \$25 for usage of facility during those three days. To cancel, new members must inform FTX CrossFit in writing of their intent to cancel. Written intent to cancel can be delivered to FTX CrossFit in person or e-mailed to [trainer@FTXCrossFit.com](mailto:trainer@FTXCrossFit.com).

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4. **Availability of Facility -**

- a. **Class or by Appointment only:** FTX CrossFit does not provide an “Open Gym” facility. Members may use the facilities only during scheduled classes, scheduled events or by appointment. Operating hours and current class schedules are listed on our website at [www.FTXCrossFit.com](http://www.FTXCrossFit.com). FTX CrossFit reserves the right to change operating hours and/or class schedules at its sole discretion without any effect to this Agreement.
- b. **Limited Availability:** FTX CrossFit may close its Facility for seminars, certifications, maintenance, selected holidays and other hours based on municipal requirements. FTX CrossFit may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this Agreement. If no part of the Facility is unavailable for more than three (3) consecutive days (not including Sundays) for any reason but less than fifteen consecutive days (not including Sundays), except acts of nature, FTX CrossFit will extend your membership, without Dues, for the same period the Facility was unavailable. Should the facility become unavailable for more than fifteen consecutive days (not including Sundays) for any reason including acts of nature, then you may elect to cancel this membership effective the following 1<sup>st</sup> of the month. FTX CrossFit will not be responsible for refunding any membership fees paid, including advance payments up to 12 months. Any memberships that are paid for more than 12 months in advance will have the portion corresponding to a term beyond 12 months refunded.
- c. **Limited Use:** If you know or should know you have a problem that might prevent you from using FTX CrossFit (i.e., medical or family emergency, business travel, vacation, etc...) and you sign this Agreement; you agree that your membership is limited accordingly. However, because this is your choice, you still must pay your monthly dues as if you could use the Facility; there will be no carry-

over of monthly dues into subsequent months for any time unspent using the Facility in a previous month. See our Freeze Policy for Term Memberships and our Cancellation Policy for other options.

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5. **Freeze Policy for Term Memberships-** Members may put their term membership on hold, in one calendar month increments, for up to three (3) calendar months per year for a **fee of \$25 per freeze request**. Notice of freeze must be given to FTX CrossFit via e-mail [trainer@FTXCrossFit.com](mailto:trainer@FTXCrossFit.com) at least 3 working days **prior to the first day of the month to be frozen**. Members will not be billed for membership during frozen months. Billing will resume automatically upon end of freeze. The current membership agreement will be extended by the number of months frozen.

6. **Late Payment / Declined Credit Card Fees -** A \$15 late payment will be due and payable for payments received past the 5<sup>th</sup> of the month. A returned check or declined credit card/debit card will result in a **fee of \$25**. Membership fees must be paid on or before the first day of the month. Members who are not current will not be allowed to participate in classes after the 5<sup>th</sup> of the month.

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7. **Cancellation of Membership by Member -** A member may cancel his/her membership at any time with at least a 30 day notice. Please remember partial months are not permitted. If a member cancels on or after the 2<sup>nd</sup> of any month, then a payment will still be due the following month on the 1<sup>st</sup>. There are no refunds for membership fees, and FTX CROSSFIT will not prorate a cancelled membership, except for members that paid 6 or more months in advance. Those that paid 6 or more months in advance will be refunded ½ (half) of the amount remaining in full month amounts rounded down to the nearest month. (Example: Member paid for 12 months in advance and received two of those months for free for doing so. Member gives their 30 day notice to cancel the membership after 4 and a half months of training. If the member paid \$1,500 (\$150 x 10 months) in advance for 12 months' worth of membership, then 6 months would be eligible for a refund. 4.5 months plus 30 days would be 5.5 months, and this would be rounded to 6 months. The 6 months would be worth \$750. ½ (half) of this amount would be \$375. This member would then receive \$375 upon cancellation and be able to use the facility until the completion of the 6<sup>th</sup> month.)

8. **Lost Articles -** FTX CrossFit assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.

9. **Smoking, Alcohol, Food and Drink. -** No smoking is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container. No alcohol is permitted anywhere on the premises.

10. **Supervision of Children –**

- a. Members must be 14 years of age or older unless supervised by a parent or legal guardian at all times, or enrolled in our Kids Program.
- b. Guests/Visitors under the age of 14 must be supervised by a parent or legal guardian at all times.
- c. Children between 12 and 14 may participate on a case-by-case basis in regular classes if the parent or legal guardian is present. FTX CrossFit will be the sole determiner if a child between the ages of 12 and 14 may participate in regular classes. This determination will take into account the following and

other factors: physical and emotional maturity, physical ability to safely perform exercises, ability to follow instructions, and/or a determination that regular classes will allow for greater progress than Kids Classes.

- d. Children's Programs – Children enrolled in our Kids Programs will be supervised by FTX CrossFit staff. Children are to be dropped off no earlier than 10 minutes prior to the scheduled class and picked up no later than 10 minutes after the scheduled class. Parents or legal guardians will be fined \$10 per incident and per 15 minutes of being dropped off early or picked up late.

Parent or legal guardian's initials if applicable \_\_\_\_\_

11. **Conduct** - FTX CrossFit is committed to the health, safety, welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. FTX CrossFit has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of any member engaging in unacceptable behavior.

12. **Damages** - Members shall pay for any damages to FTX CrossFit property which results from the willful or negligent conduct of member, member's guest or dependent children.

13. **Rules and/or Regulations** - Members who do not observe FTX CrossFit rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of FTX CrossFit's rules or regulations. Not all rules and regulations are listed in this agreement. FTX CrossFit reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by FTX CrossFit.

14. **Miscellaneous** –

- a. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties
- b. *Member* has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (**which contains a waiver, release and assumption of risks**) *Member* has given up considerable future legal rights. *Member* has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. *Member* certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.
- c. If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.

WITNESS our signatures as of the day and date first stated above.

Member (or Parent/Guardian if member is a minor): \_\_\_\_\_

On behalf of FTX Fitness Inc. (DBA FTX CrossFit): \_\_\_\_\_