



108 Main St  
 Clayton, NM 88415  
 (575)447-9068  
 claytonhealthclub@yahoo.com

**USE AGREEMENT AND RELEASE**

**\* CUSTOMER'S COPY \***

This agreement is entered in by and between CLAYTON HEALTH CLUB, LLC, hereinafter called Club and \_\_\_\_\_, hereinafter called Customer, Witnessed by:

CUSTOMER ACCESS CODE \_\_\_\_\_

The Club maintains exercise equipment and rents space to house said equipment at 108 Main St., Clayton, New Mexico. Club desires to attract customers to use the exercise equipment and the lease premises, consistent with their intended purposes for use of said property and equipment in a responsible manner consistent with the rights of Club and other Customers.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

For and in consideration of the sum of the selected term rate plus tax:

**MEMBERSHIP RATES**

**SINGLE MEMBER RATES**

1 MONTH	\$30 + tax = \$32.36	
3 MONTHS	\$75 + tax = \$80.91	17% savings
6 MONTHS	\$135 + tax = \$145.63	25% savings
ANNUAL	\$180 + tax = \$194.18	50% savings

## GROUP/COMPANION MEMBER RATES

	2 MEMBERS *
1 MONTH	\$45 + tax = \$48.54
3 MONTHS	\$110 + tax = \$118.66
6 MONTHS	\$200 + tax = \$215.75
ANNUAL	\$300 + tax = \$323.63

\*Additional members \$10/month plus tax = \$10.79/month

### CORPORATE RATES ARE AVAILABLE-CONTACT US FOR MORE INFO.

Payable in one(1) lump payment (non-refundable) at the beginning of the contract.

The Club hereby grants customer the privilege of access to Club's lease premises at 108 Main St. in Clayton, New Mexico for the purpose of using the facilities and equipment located upon said premises for exercise purposes. Access shall be available 24 hours per day, 365 days per year unless the premises is being remodeled or other work is being conducted upon the said premises, making use by the Customers impractical or unsafe is the sole discretion of the Club.

#### 2.

Extra charges – consumables (drinks and bars) and guests are due the 5<sup>th</sup> of each month of the agreement and will be made payable to Clayton Health Club, LLC. Payments shall be sent to 151 Booster Station Hwy. Clayton, NM 88415. Payments shall be delivered by mail and will be scheduled so as to reach the office of Club on or before the 5<sup>th</sup> of each month. The execution of the agreement by Customer reflects Customer's commitment to pay the total of the selected term rate plus tax for the use of the facility.

One month and three month contracts are non-refundable. Six month and annual contracts are non-refundable except in the case of medical release, move, or death. In which case, a written request must be received by the Club by the 5<sup>th</sup> of the month. If notice is after the 5<sup>th</sup> of the month, the refund will begin at the 5<sup>th</sup> of the next month. There will not be any retro-active refunds given.

Customer may continue use of the exercise facilities after the expiration of the initial term of the agreement by signing and returning a Renewal Letter and the appropriate payment by the due date. All terms and conditions of this agreement shall remain in effect during any extension or renewal. The fee may be increased following the termination of the initial term.

3.

Customer understands no supervision or staff of any kind will be provided by the Club in connection with Customer's use pursuant to this agreement. Customer will be solely responsible for ascertaining the proper use of each piece of equipment located upon the Club's property and every part of Club's property in a manner safe to Customer, his/her guests and invitees or any other Customer person upon the Club's premise.

Customer agrees never to attempt an exercise or weight training technique beyond the safe capability of Customer and agrees never to attempt any exercise or weight training technique which requires spotters or other help without such spotters or help being available. Customer understands and acknowledges Club is merely providing equipment and a space to use said equipment for Customer and others and that Club is in no way responsible to Customer or any other person for personal injury resulting from the use of the equipment or the Club's premises by Customer.

4.

Customer agrees to refrain from any activity which would be potentially harmful to himself/herself, other Customers, guests or invitees or any other person upon the rental premises. Customer agrees to acquaint himself/herself with each piece of equipment located upon the club's premises with respect to appropriate use of said equipment. Customer agrees never to use any piece of equipment which does not appear to be in good working order and agrees to report any apparent defects in equipment or unsafe conditions upon the Club's premises to John or Ellen Lawrence or any other manager designated by the Club at the numbers and addresses posted upon the Club's premises.

5.

Customer agrees not to indulge in any activity which would be hazardous, offensive or irritating to other Customers or persons upon the rental premises, including playing loud music, loud boisterous behavior, horse play or any other activity disturbing members using the Club premises. Any complaints for this kind of behavior need to be reported to John or Ellen Lawrence at 447-9068 or 374-0511 and the incident will be investigated. Customers found to be behaving in this manner can be fined up to \$25.00 and/or termination of contract.

Alcoholic beverages and tobacco products are prohibited upon the Club's premises.



6.

Customer hereby releases the Club, its agents, officers, directors, organizers, employees, and contractors from any claim for property damage or personal injury resulting upon the Club's business premises. Customer hereby waives any course of action or claim against the Club, its owners, directors, agents, organizers, or contractors resulting from any personal property or injury resulting upon the premises.

7.

The Club shall not be liable for the loss of any personal property by Customers upon the Club's premises. Customers are responsible to keep up with their own personal property and see that nothing is left behind. Customer shall clean up after himself/herself and help keep the Club's exercise equipment and premises in a clean and safe condition so that the equipment will be enjoyable to use.

8.

The Customer shall abide by the rules and policies posted by the Club owners. Failure to comply with the rules and policies or failure to promptly pay monthly charges may result in termination of Customer status upon notice to the Customer from management. All payments are due by the 5<sup>th</sup> of the month for which the statement is issued. If payment is not received, deactivation will result on the 6<sup>th</sup> until payment is received. No time will be added to the end of the contract to make up for the lost active time due to non-payment. If there is a foreseen problem with payment, please notify John or Ellen Lawrence.

9.

Club membership is available for family members living in the same household (parents, children, or spouse) for \$10.00 per added member per month for the first two and \$5.00 for each additional added member up to 4 per month. If an added member is over the age of 18 they can only be added for three months maximum, unless they are a high school student. Each added member is responsible to abide by the contract signed by the first family member and is responsible for reading the contract. Added members are required to sign the Added Member Release Form upon entering the Club for the first time. Added members can be added anytime to a current contract, but must stay added for no less than (3) months. Added members that are not added at the beginning of a six month contract must be paid for before they will receive a membership card. Joint/Group memberships are available for non-family members for contracts that are paid in full.

10.

The Customer may bring a guest with them to the Club. There is a \$5.00 charge for each guest, each time they come with the customer. Every guest is required to sign a Guest Release Form upon entering the facility for the first time. Each guest must be signed in on the roster sheet every time they enter the facility or he/she will be considered trespassing. If the Customer does not sign the guest in, Customer can get his/her pin number deactivated permanently. Customer agrees not to open the door from the inside to let other people come in to use the Club or for any other reason other than emergency. Customers must have a pin number to come into the Club. If a person with a delinquent account is in the building that is considered trespassing and can be prosecuted. A \$25.00 fine will be assessed to the customer if they are found letting people in who are not signed in as a guest of said customer. Failure to pay the fine can result in termination of your contract. Customer is responsible for their own pin number. If a non-member is caught using your pin number, that is considered stealing and they can be prosecuted. Do not give your pin number to anyone. If your pin number does not work, call John at 447-9068. DO NOT knock on the door and ask to be let in. This could result in both parties losing their membership.

11.

A contract may be terminated prematurely when written notification is given to the Club's owner by the Customer if they are moving or are physically unable to continue the membership due to illness or injury. If the customer should die during his/her contract, the contract will be considered terminated. The immediate family is relieved of financial responsibilities of the contract. No contract may be transferred.

12.

No contract can be renewed if there is an existing debt. The debt must be paid in full to continue membership. Failure to return your renewal form will result in the deactivation of the pin code until the renewal is received. If a contract is not fulfilled and a future membership is desired, member must pay at least \$50.00 of the debt if it is over \$50.00 and the entire debt if it is under \$50.00. Also, all future contracts must be paid in full if a membership is desired.

13.

If Customer defaults upon any provision hereunder, Club shall be entitled to judgment for reasonable fees and court costs.

14.

Surveillance cameras monitor the building for liability purposes. Vandalism, theft, and unlawful entry will be prosecuted.

15.

Consumables, such as water, juice and various bars are available for purchase. Customer is held accountable to write down the products he/she takes from the refrigerator or table. Failure to do so can result in a fine of \$10.00 and/or termination of membership.

16.

Membership cards are given to members of the Clayton Health Club. Membership cards and an ID (if applicable) must be carried with you at all times during your activity at the club. Failure to do so could result in immediate removal from the club. The owners or staff of the club can, at anytime, require your ID to be shown. Proper paperwork will be filled out during this process for everyone present during this time. If, at anytime, you feel that you have been asked for this information under false pretenses, please notify John or Ellen immediately. If the card is lost or stolen, it must be reported to John or Ellen. The use of your card by anyone else will result in the contract with the club being cancelled and trespassing charges can be filed.

17.

Age requirement of members is 15 years or older. No one under the age of 15 may use the equipment at the Clayton Health Club unless there is written permission from a doctor or physical therapist. If that form is provided, the child must be accompanied and supervised by a guardian.



## CLUB RULES

- 1. NO SMOKING, ALCOHOL, OR DRUGS ALLOWED ON PREMISES.**
- 2. RESPECT OTHERS WITH MUSIC AND TV VOLUME, NO HORSEPLAY.**
- 3. ALL EQUIPMENT IS TO BE USED IN AN APPROPRIATE MANNER.**
- 4. NO CHILDREN UNDER THE AGE OF 15 MAY USE ANY OF THE EQUIPMENT WITHOUT PERMISSION FROM MEDICAL AUTHORITY AND UNDER SUPERVISION BY A GUARDIAN.**
- 5. AFTER EQUIPMENT IS USED, CLEAN IT WITH AVAILABLE DISINFECTANT WIPES.**
- 6. LEAVE ALL AREAS NEAT. PUT WEIGHTS UP ON RACKS, DO NOT LEAVE THEM ON THE FLOOR OR BENCHES. THROW AWAY TRASH.**
- 7. WRITE DOWN ALL CONSUMABLES TAKEN (DRINKS, BARS, ETC...)**
- 8. SIGN YOURSELF AND ANY GUESTS IN EACH TIME YOU ENTER THE CLUB.**
- 9. TURN OFF LIGHTS, EQUIPMENT, AIR CONDITIONER, OR SET HEATER TO 50 DEGREES WHEN YOU LEAVE IF NO OTHER MEMBERS ARE PRESENT IN THE CLUB.**
- 10. DO NOT OPEN THE DOOR FROM THE INSIDE TO LET ANYONE INTO THE CLUB.**