



VILLAGE FITNESS

GETTING BETTER · STAYING BETTER · LIVING BETTER

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Membership Terms and Conditions

Payment Options and EFT Payments

Village Fitness accepts payment with cash, check, credit cards (Visa, MasterCard, Discover), and electronic funds transfer (EFT) from a credit card or bank account. All EFT memberships are automatically renewed at the end of the term (1 or 12 months) unless specified by written notice from the member.

EFT Cancellation Policy

All EFT members must provide written notice 30-days prior to the desired date of cancellation. 12-month EFT members are subject to a \$100 early termination fee. 1-month EFT members who cancel prior to 3 months of their membership start date are subject to a \$39 fee for the new member package. Any cancelled membership may be subject to a new member package fee if the member re-joins.

Discount Programs

Various special populations may be eligible to receive a discount upon joining. Village Fitness currently offers membership discounts to senior citizens, students (with valid school ID), police, firefighters, EMT, and school teachers. Physical therapy patients transferring to fitness receive a free New Member Package to be redeemed within 10 days of discharge. Discounts are also available for all immediate family members residing at the same address. Each family member will receive a free New Member Package and additional 10% discount (i.e. – 2nd family member 10%, 3rd family member 20%, etc.) after the purchase of a membership at regular rates. Members 15 and under are eligible for a Junior membership (50% off) when a parent/guardian purchases a membership at regular rates and can maintain this discount until the age of 18. Each member eligible for any of these programs may redeem only ONE discount at the time of membership purchase.

Cancellation Terms

Any membership purchased can be cancelled within ten (10) days of the joining date with a full money-back guarantee. Memberships cancelled after this time are subject to all cancellation fees. However, cancellation fees will not be assessed under the following conditions, pursuant to NYS law:

1) If upon a written doctor's order you cannot physically receive the services because of significant physical disability for a period in excess on six (6) months, 2) If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing, 3) If you move your residence more than twenty-five (25) miles from any health club operated by Village Fitness, LLC, 4) If the services cease to be offered as stated in the contract.

Any cancellations under these terms will be refunded at a prorated amount for the paid services. Memberships cancelled for reasons other than stated above are subject to all fees and cannot be refunded.

Membership Freeze Policy

EFT and 12-month members may freeze their memberships subject to: (1) a duration of one to four months absence, and (2) \$5 per month maintenance fee. All membership freeze requests must be submitted 2 weeks prior to the desired start date. Any absence longer than 4 months may be subject to a new member package fee upon return.

Transfer Policy

All Village Fitness memberships, regardless of length, are fully transferable to another new or inactive member without a fee. A current member may transfer his/her membership to another current member, however any applicable termination fees will still apply to the transferred membership.

Returned Checks

A \$20 fee is assessed for returned checks.

New Member Package/Orientation

Village Fitness members exercise AT THEIR OWN RISK. In order to minimize the risk of injury and maximize the benefit of your Village Fitness experience, our New Member Package includes 3 sessions with a personal trainer to orient the client to the facility, perform fitness assessment, set-up & adjust fitness program. LeRoy PT patients transitioning to fitness, 12-month & EFT members, and subsequent members of the same family group receive this package free. This package is required for ALL new members unless the individual has had at least 1 year of prior fitness experience and is at the discretion of the management.

Member-Refer-Member Program

Current members can receive free one-day passes to give friends/family interested in joining Village Fitness. If the individual joins due to a referral, the referring member will receive a \$10 credit toward renewing their membership, and is not valid for any other products/services. The membership credit has NO CASH VALUE if the current member decides not to renew. Referral credit does NOT apply toward multiple new members joining simultaneously, i.e.- There must be a renewal membership AND a new membership relationship. Member referral credit applies ONLY if the new member purchases a membership of 3 months or longer. Also, referrals must be NEW members to Village Fitness. A "new" member means that they have not been a member within the past 12 months. There is no limit to the number of referral credits a member may earn.

Medical Clearance

It is recommended that all members participate in a medical screening and consent to clearance from their physician before beginning an exercise program. Members who do not want their medical information released may decline these procedures by signing a waiver acknowledging they are proceeding with an exercise program at their own risk. Village Fitness management reserves the right to deny membership to anyone deemed extremely high risk following medical screening, regardless of physician's consent.

Fitness Center Rules

- Members under 16 years old must be accompanied by a parent/guardian at all times, unless a Teen Weight Training Safety course has been completed.
- Collars must be used on weight bars at all times.
- Report any damaged or malfunctioning equipment to a staff member immediately.
- Children must remain in the designated play area or waiting room while parents are in the facility.
- Ask a staff member for assistance when spotting is needed.
- Do not drop weights or dumbbells.
- Return all weights and equipment to their proper racks after use.
- Proper workout attire and footwear are required.
- Limit the use of cardiovascular equipment to 30 minutes when others are waiting
- Wipe off cardiovascular equipment and benches when finished.
- Do not bring food into the fitness area
- Alcohol, tobacco products, and illegal drugs (including anabolic steroids) are prohibited.

Locker Usage

Lockers are provided in the men's and women's locker rooms for the convenience of Village Fitness members and LeRoy Physical Therapy patients while they use the facility. Unless a locker rental is purchased, all lockers are considered "day-use" meaning that client removes his/her belongings each day when leaving the facility. Clients are encouraged to use their own locks on the lockers and are discouraged from storing valuables. Locks are available in our retail section. LeRoy Physical Therapy and Village Fitness will not be responsible for lost or stolen items. Locks left on a non-rented locker or expired rented locker will be removed; the contents will be removed and discarded after 30 days. Clients may not store any hazardous, flammable, or illegal substances within the lockers. Food may not be stored in lockers overnight. No structural modifications or defacement is permitted. Village Fitness reserves the right to enter any locker if instructed by law enforcement officials or due to excessive odor. Locker rentals are available in 6 or 12-month terms, or by EFT draft subject to availability and acceptance of the locker rental agreement. See a staff member for current rental rate information.

Pool Usage/Group Exercise

The pool is open for both therapy and general use. Group exercise classes and general use for the pool are scheduled for selected times throughout the week. Please refer to the group exercise/pool schedules for times. The prices for lap and open swim are \$5 for members and \$10 for non-members. A lifeguard must be on duty whenever there are individuals in the pool. DO NOT enter the pool without a lifeguard on duty. Group exercise classes are \$3 for members and \$6 for non-members. Monthly unlimited-use packages may also be purchased. Due to limited space in the pool and group exercise classes, please be sure to sign-up in advance for available time slots/classes. Walk-ins for classes or the pool will be allowed to participate only if there are available spots remaining for each time slot.

Group Membership Plans

Village Fitness is pleased to offer special group membership pricing to companies or groups of 10 or more members. Rates and plans will vary according to the number of memberships, length of the memberships, and billing variables. Please consult our business manager for additional information and/or a group membership quote.

Age Limit

There is no minimum age requirement, however members under age 18 require written parental consent prior to joining. Members under age 16 must be accompanied by parents when using the facility, unless they have completed a teen exercise safety course.

Daycare

A child-friendly area is provided within the club for our members' children while using the facility. Members are responsible for supervising children in their care; Village Fitness DOES NOT provide supervised daycare. Members may not leave children in the child area unless they are in the building.

Bulletin Boards

Village Fitness provides bulletin boards for the posting of facility programs and events, internal promotional material, and select community events. All postings by outside groups or individuals must first be approved by management. In general, only non-profit groups/agencies will be allowed to post.

Privacy Policy

Village Fitness will not disclose any personal information that you provide us to any third party or company, except as required by law, without your specific written authorization. From time to time we may partner with other companies or organizations to bring you special offers, however we will never provide your information to these entities.