

(Membership Dues are paid to Aquila)

Check      CreditCard      EFT/ACH Checking      Savings

Membership Account #

Fitness Staff Initial

## Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

### (A) MEMBER INFORMATION ONLY – TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

Member's First Name      Last      Birth date      Age      Home Phone      E-mail address

Current mailing address      City      State      Zip

Permanent address if different from above      City      State      Zip

Employer      Position      Work Phone

I ELECT TO PAY MY MONTHLY DUES VIA:

Electronic Funds Transfer (EFT) from my Bank Account.  
Electronic Funds Transfer (EFT) from my Credit Card.

In case of emergency, call: \_\_\_\_\_

Phone: (      )

### (B) TO BE FILLED OUT BY CLUB EMPLOYEE

1. Today's date is      /      /
2. Your agreement begins on \_\_\_\_/\_\_\_\_/\_\_\_\_, and expires on \_\_\_\_/\_\_\_\_/\_\_\_\_
3. Total Sales Price \$
4. Amount of Down Payment is \$
5. Remaining Balance to be Paid to Aquila \$ \_\_\_\_\_

#### YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date- Collects
		\$ _____	

#### 7. Renewal Terms

Renewable for a      month period of time for a total price of \$      , payable in      consecutive payments of \$      with first payment due \_\_\_\_\_.

Renewable for a      month period of time for a paid-in-full cash price of \$

Roll over to open-end/month-to-month at \$      per month, starting \_\_\_\_\_ (Requires a 30-day written notice to cancel).

Non renewable

**WAIVER AND RELEASE OF LIABILITY:** The Fitness Center and NASA Goddard Space Flight Center (GSFC) urges you and all members to obtain a physical examination from your doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Fitness Center or NASA GSFC, Contractor's of NASA GSFC, or other employing entity, shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club. Member hereby holds the Fitness Center, NASA GSFC, its officers, owners, agents and employees, contractors of NASA GSFC, or other employing entity harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims.

#### MEMBER'S SIGNATURE \_\_\_\_\_

**CANCELLATION:** If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Member agrees to follow club rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership. Memberships that roll over to a month-to-month require a 30-day written notice to cancel.

#### ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL

**CLAIMS AND DEFENSES WHICH THE BUYER/MEMBER COULD ASSERT AGAINST THE CLUB AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/MEMBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/MEMBER TO THE CLUB PURSUANT TO THIS CONTRACT. YOU THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF CLUB'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE CLUB. IN THE EVENT THE**

**CLUB CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.**

**DEFAULT AND LATE PAYMENT:** Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Such default and late payment shall be considered a debt to Aquila. Should any monthly payment become more than 10 days past due, you will be charged a \$ late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee of \$ will be charged for all returned payments.

Fitness Center Representative

Buyer's Signature

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT).

**AQUILA EFT AUTHORIZATION**

I, \_\_\_\_\_, authorize my bank to make my payment by the method indicated below and post it to my account.

Checking (Must attach voided check.) or Savings (Must attach deposit slip.) or  
Visa MasterCard American Express Discover

Account #: \_\_\_\_\_ Routing # or Expiration Date (If Credit Card) \_\_\_\_\_

Number of payments \_\_\_\_\_, Amount of payment \$ \_\_\_\_\_, 1st due date \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank Phone # \_\_\_\_\_

Bank Address/City/State/Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

**YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.**