



# THE PLAZA EXECUTIVE HEALTH CLUB

600 PEACHTREE STREET, N.E • WEST WING • ATLANTA, GEORGIA 30308  
PHONE: (404)874-4584 -FAX: (404)874-0084 • EMAIL: getfit@theplaza-healthclub.com

## MEMBERSHIP APPLICATION & AGREEMENT

THIS MEMBERSHIP APPLICATION HAS BEEN APPROVED BY THE OFFICE OF CONSUMER AFFAIRS OF THE STATE OF GEORGIA.

NAME: \_\_\_\_\_ DOB: \_\_\_ / \_\_\_ / \_\_\_ DATE: \_\_\_\_\_  
 HOME ADDRESS: \_\_\_\_\_ SOC. SEC. NO. \_\_\_ - \_\_\_ - \_\_\_  
 CITY/STATE/ZIP: \_\_\_\_\_  
 EMPLOYER: \_\_\_\_\_  
 BUSINESS ADDRESS: \_\_\_\_\_ SUITE: \_\_\_\_\_  
 CITY/STATE/ZIP: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
 HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_  
 EMERGENCY CONTACT: \_\_\_\_\_ EMERGENCY PHONE: \_\_\_\_\_

MEMBERSHIP TYPE	MEMBERSHIP DESCRIPTION	INVESTMENT
<input type="checkbox"/> Monthly <input type="checkbox"/> Annual <input type="checkbox"/> Other _____ Membership Code ___ - ___ Cost \$ _____ <input type="checkbox"/> Locker Purchased Locker #: _____ Combination: ___ - ___ - ___	Term: _____ Expiration Date: _____ Locker Expiration Date: _____	Enrollment Fee \$ _____ Dues \$ _____ Locker \$ _____ Total Paid \$ _____

### AUTHORIZATION AGREEMENT - Please read carefully.

I authorize **THE PLAZA EXECUTIVE HEALTH CLUB** to charge my account on the 1<sup>st</sup> business day of each month beginning (mm/yy \_\_\_\_\_) in the amount of \$ \_\_\_\_\_. The authorization is extended by me to **THE PLAZA EXECUTIVE HEALTH CLUB** and/or its authorized agents or firms engaged in the business of processing check and charge card debits. I understand that this authorization agreement shall remain in force until I give **THE PLAZA EXECUTIVE HEALTH CLUB** 30 days written notice of my intent to end my membership.

If I decide to end my membership, I agree to return my membership card with my 30 days written notice. **(Member Initials)**  
Regardless of what payment method is utilized, I understand and authorize one more payment submitted/drafted within the 30-day cancellation period. \_\_\_\_\_ **(Member Initials)**

I further understand that during the 30-day notice period, I will have access to the facilities and services of THE PLAZA EXECUTIVE HEALTH CLUB, and that I am responsible for the monthly dues during that period. \_\_\_\_\_ **(Member Initials)**

#### PAYMENT METHOD (check one only)

Checking     Visa/MC     AMEX     Corporate Account - See Payment Authorization Signature below.

1. Name on Account: \_\_\_\_\_ Corporate Company Name \_\_\_\_\_  
 2. Account Number: \_\_\_\_\_ Charge Card Exp. Date \_\_\_\_\_  
 3. Routing Number \_\_\_\_\_ Attached voided and signed check or charge card imprint.   
 4. Payment Authorization Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Upon acceptance of this application by THE PLAZA EXECUTIVE HEALTH CLUB, I hereby agree to accept the membership agreement printed on the reverse side of this application and I understand that my monthly dues amount is \$ \_\_\_\_\_.

MEMBER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### FOR OFFICE USE ONLY

MEMBER NAME (print): \_\_\_\_\_ MEMBER NUMBER: 0 / 5 / / / / / / / / / /  
**TOTAL PAID \$** \_\_\_\_\_ Cash \_\_\_\_\_ Check No. \_\_\_\_\_ Credit Card \_\_\_\_\_ STAFF APPROVAL (Initials) \_\_\_\_\_

#### "NOTICE"

STATE LAW REQUIRES THAT WE INFORM YOU THAT SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR ANY PART OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH CLUB CEASES TO CONDUCT BUSINESS. HEALTH CLUBS DO NOT POST A BOND, AND THERE MAY BE NO OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

## CONDITIONS

### 1. CONSUMER'S RIGHT OF CANCELLATION

- A. By law, you (the buyer) have seven business days to cancel this contract. To be effective, your cancellation must be postmarked by midnight of the 7th business day, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you.  
**Notice of intent to end membership and membership card must be delivered in person to club or by certified mail addressed to 600 Peachtree Street, N.E., Atlanta, Georgia 30308. THE PLAZA EXECUTIVE HEALTH CLUB assumes no responsibility for mail not sent by certified mail.**  
**Membership card must accompany notice of intent to end membership. I acknowledge that as long as I am in possession of my membership card, I am responsible for all monthly dues incurred (Member Initials \_\_\_\_\_).**
- B. You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex and vice versa. To cancel, send written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered mail with return receipt requested.
- C. If I die or become totally and permanently medically disabled, this contract may be canceled.
- D. **THE PLAZA EXECUTIVE HEALTH CLUB** reserves the right to cancel this membership agreement and request the return of membership card at its discretion.

### 2. MEMBERSHIP

- A. The classification of members, the amount of dues payable by the members, the amount of admission, the suspension and expulsion of members, and all other matters affecting or relating to the membership shall be under complete control of **THE PLAZA EXECUTIVE HEALTH CLUB**. The dues applicable to any type of membership and other charges imposed by **THE PLAZA EXECUTIVE HEALTH CLUB** may be amended by **THE PLAZA EXECUTIVE HEALTH CLUB** at any time without notice. **THE PLAZA EXECUTIVE HEALTH CLUB** reserves the right to charge members who do not work in the business facility different monthly dues.
- B. Membership is open to any person of good character and legal age.
3. **HEALTH SCREENING** - I hereby acknowledge that I have been offered a pre-activity screening instrument, PARQ, health history, fitness test, or health promotion evaluation or have decided to participate in activity and use of equipment and machinery without participating in a pre-activity screening process assuming all responsibility for my participation in any and all activities listed above. Do you know of any medical problem that might make it dangerous or unwise for you to participate in an exercise program?  
No  If yes, please explain \_\_\_\_\_ (Member initials \_\_\_\_\_)
4. **DUES** - The monthly dues shall be initially that amount indicated on the front side of this document, but shall be subject to increase pursuant to item 2.  
**ALL FEES ARE NON-REFUNDABLE.**
5. **DELINQUENT ACCOUNTS** - In the event that I default on my obligation, **THE PLAZA EXECUTIVE HEALTH CLUB** has the right to collect all monies due in an accelerated manner plus any fees charged by a collection agency, and/or any reasonable attorney fees including court costs.
6. **LATE OR RETURNED ITEM CHARGES** - A \$5.00 late fee will be assessed to any member failing to make payments by the due date, and the \$25.00 for a returned check or credit card draft as a result of insufficient funds, closed account, or similar circumstance.
7. **FREEZE POLICY** - **THE PLAZA EXECUTIVE HEALTH CLUB** will freeze a membership for medical reasons when presented with a medical statement from a physician. Medical freezes will occur in full calendar month increments not to exceed three months.
8. **PARTICIPATION** - I understand that the amount and extent to which I participate in exercise and other activities within the premises is my responsibility. My failure to use the facilities does not constitute grounds for a refund or cancellation.
9. **CARDS** - There will be a \$5.00 fee charged for lost cards. Cards are not transferable to another person.
10. **DAMAGE TO FACILITIES** - I agree to pay for any damage I may cause to the club's facilities through my careless or negligent use or misuse thereof.
11. **HOURS OF OPERATION** - Operation schedules may vary and are subject to change from time to time. The club may be closed on Saturdays, Sundays, and for a period covering some holidays. This information will be posted in the club.
12. **UNAVAILABILITY OF FACILITY OR SERVICES** - I agree to accept the fact that a particular facility or service in the premises may be unavailable at any particular time due to mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe or any other reason. Further, I agree not to hold the (**HEALTH CLUB NAME**) responsible or liable for such occurrences.
13. **RELEASE OF LIABILITY** - In consideration of being allowed to participate in the activities and programs of **THE PLAZA EXECUTIVE HEALTH CLUB** and to use its facilities, equipment and machinery in addition to the payment of any fee or charge and loss or theft of personal belongings—applying to both inside the facility and lockers as well as on the property site. I do hereby waive, release, and forever discharge **THE PLAZA EXECUTIVE HEALTH CLUB**, Cousins Properties Incorporated, **BF ATL, LLC; BF ATL II, LLC; BF ATL III, LLC; BF ATL IV, LLC; BF ATL V, LLC; and BF ATL Realty Services, LLC** and their representative affiliates, and their officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mentioned activities. In addition, Corporate Sports Unlimited, Inc. assumes no liability for the personal property of club members. (Member initials \_\_\_\_\_) Any items left at the club for a period longer than 30 days will be considered abandoned and thus disposed of at the manager's discretion. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of **THE PLAZA EXECUTIVE HEALTH CLUB** or the use of any equipment at **THE PLAZA EXECUTIVE HEALTH CLUB**. (Member initials \_\_\_\_\_) Solely for the purpose herein **THE PLAZA EXECUTIVE HEALTH CLUB** should be defined to include Cousins Properties Incorporated, **BF ATL, LLC; BF ATL II, LLC; BF ATL III, LLC; BF ATL IV, LLC; BF ATL V, LLC; and BF ATL Realty Services, LLC**, Corporate Sports Unlimited, Inc. and their respective subsidiaries, offices, agents, employees, and representatives.
14. A. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. (Member initials \_\_\_\_\_)
- B. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery except as herein after stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.
15. **AMENDING THE RULES** - I understand that **THE PLAZA EXECUTIVE HEALTH CLUB** reserves the right to amend or add to these conditions and to adopt new conditions as it may deem necessary for the proper management of the club and the business.
16. **LEGALLY BINDING AGREEMENT** - I understand that this enrollment is legally binding in its terms and conditions, whether my use of the facility and its services is determined and paid for on a monthly, yearly, or individual visit basis. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be changed or added to only by a written amendment signed by both parties.

ACCEPTED BY THE PLAZA EXECUTIVE HEALTH CLUB: \_\_\_\_\_

Member's Signature: \_\_\_\_\_