

# Monthly Membership: NO CONTRACT (Including Military & Pipeline)

## Please Read Below for the Iron Works Health Club Membership Policy and Guidelines:

*These guidelines can also be found on the Iron Works Health Club Web Page ([www.ironworkshealthclub.net](http://www.ironworkshealthclub.net))*

### **DUES INFORMATION**

This membership is a Monthly Dues paying membership, with NO COMMITMENT. **It begins on the date indicated above and continues for month to month, unless it is cancelled by giving a 30 days** written notice by certified or registered mail to Iron Works Health Club 206 State Hwy 75 N, Huntsville, TX 77320, submitted request via website or submit an email request to ironworkshealthclub@yahoo.com. However, member must retain confirmation that request was received for verification, and provide full payment of any unpaid dues or indebtedness. Beginning on Payment First Due Date, monthly dues will begin being deducted from said account. The dues will be paid to Iron Works Health Club on the cycle of Billing Plan Date Selected. Iron Works Health Club reserves the right to increase dues annually at the discretion of the Center with prior written/posted notification. **In the event funds are found to be insufficient there will be a \$15.00 fee. Member obligations under this agreement include monthly dues, family dues, upgrades, locker rental, supplements, t-shirts, drinks, guest passes, or any other charges placed on Members Account, along with any other unpaid fees or dues. Dues and fees are not refundable whether or not you use the facilities - you must still pay your monthly dues. Failure for Iron Works Health Club to collect upon a past due balance will result in immediate cancellation of membership. Member agrees to pay Iron Works Health Club an administrative fee (NSF) for any returned check, or debit problems, such as non sufficient funds, closed account, frozen or declined credit or similar circumstances.** Member confirms that he/she is authorized under the terms of the applicable agreement with their financial institution to use the account they have designated for the purchase of goods and services from Iron Works Health Club. **Member understands that any failure by the applicable financial institution to pay any charge in full does not release him/her from any liability for obligations owing to Iron Works Health Club.**

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### **NOTICE TO CUSTOMER**

You are entitled to a copy of this Agreement at the time you sign it. Keep it to protect your legal rights. I certify that I have received a completed and signed copy of the membership agreement, which I have signed. This represents the entire agreement between Member and @Club Name@. I further certify that I have read all of this Agreement, including dues, fees, cancellation policy, freeze policy, waiver release, rules, regulations and other policies that are posted in the facility or written in this agreement prior to affixing my signature. I will comply with the rules and regulations of @Club Name@. I hereby have reviewed the Membership policies prior to signing this Agreement and understand that the policy is posted on the Iron Works Health Club Web Page.

### **WAIVER RELEASE**

Member acknowledges that there are certain risks inherent in participating in an exercise program and open use of this facility, which includes using the Basketball & Racquetball Courts, eXtreme area and all other rooms in the facility and outside the facility. These risks range from mild fatigue to more serious events which may lead to prolonged serious illness or even death. Member and/or Guest are to report any injury to a Iron Works Health Club Employee before they leave the Iron Works Health Club Property. These risks range from mild fatigue to more serious events which may lead to prolonged serious illness or even death. Member holds Iron Works Health Club, CSM Inc, the owners, its agents and employees free and harmless from all liability and damages resulting from any and all accidents, injuries or illnesses arising, either directly or indirectly, from Member's participation in Iron Works Health Club's exercise program, including all consequential and incidental damages, except resulting from the negligence of Iron Works Health Club or its agents and employees. Member further acknowledges that he or she is not aware of any medical or physical condition which would preclude participation in an exercise program.

**PRIMARY MEMBER:** Is the only person allow to make any changes/request on this Membership Agreement. **All Financial Questions are to be directed to Management and not to the Front Desk Attendant.**

### **CANCELLATION AND REFUND:**

**Memberships cancel within the contract timeframe without a \$65.00 cancellation fee only if:**

- Under a NO Contract Membership
- Member is relocating at least 30 miles away from any Iron Works Health Club and provides proof of new residence such as a lease/utility bill.
- Member has incurred a medical disability. Doctor's letter identifying the inability to use the club is required.
- Upon Death.
- Cancellation of Add-Ons is only allowed after your Contract Commitment is Completed (ie. Prepaid Period, 1 year Commitment)

### **Policy:**

- Initiation fees are Non-Refundable.
- You **cannot** cancel your membership verbally or over the phone, documentation is required.
- Cancellation of PrePaid Membership will result in loss of the Discount utilized and the difference refunded.
- Member must provide a 30-day written notice by completing the Cancellation Notice at the Gym, or Sending a Certified or Registered mail to: **Iron Works Health Club 206 State Hwy 75 N, Huntsville, TX 77320**

**(NSF) DISHONORED CHECK, BANK DRAFT OR CREDIT CARD:** If any check or credit card charge payable to Iron Works Health Club is not honored, Management will: (a) assess a \$15 NSF charge for each check and credit card rejected to reimburse Iron Works Health Club for the costs of collection, and (b) collect the current and past-due balance in any subsequent month. Membership will be cancelled immediately if unable to collect upon any past due amount. Iron Works Health Club will NOT WAIVE ANY NSF Fees. Member may be required to PrePay to rejoin the gym.

**TERMINATION OF MEMBERSHIP:** All balances in arrears of 30 days are subject to a monthly service charge. Any unpaid balance for membership fees, goods or services past 30 days may result in automatic suspension or termination of club privileges. Buyer is obligated to pay any collection and/or legal costs incurred by Management for collection. Termination may further be caused by failure to follow membership policies or club rules or violation of any part of this agreement, or if your conduct is harmful or improper to the best interest of Iron Works or its members.

### **FREEZE POLICY**

**The freeze policy allows you to temporarily suspend your membership in accordance with the following terms:**

- You may freeze once per contractual year for a minimum of one (1) month and a maximum of three (3) consecutive months in one-month increments. Additional Freezes require approval by IWHC Management.
- A Freeze Processing Fee of \$10 plus tax, is payable upon Request to Freeze your Account.
- You will be charged a Monthly Freeze Dues of \$5 plus tax for a Solo Membership or \$10 plus tax for a Family Membership during the Freeze Period. (If Prepaid, this Monthly Freeze Dues must be paid upfront.)
- If Monthly Membership, your request to freeze must be made 3 days before your next Billing Cycle. Your Freeze will start on the next membership due date (no prorations of partial months).
- If you are medically unable to use the club, you can request a Medical Freeze for up to six (6) months, or nine (9) months for Pregnancy Freeze. You must provide a doctor's letter at the time of requesting a medical freeze. The Club may waive the freeze dues for medical freezes. If a longer Freeze time is required, you must speak with management.
- Your account must be in good standing.
- Everyone will be Frozen on the account upon request for the Freeze.
- Once the Freeze Period is completed, your account will automatically become active without prior notice.
- Normal Monthly Membership Dues will be reactivated at the end of the Freeze Period without notice.
- If Monthly Commitment Contract, placing your Membership on freeze will extend your commitment date if you are still within that 1 year commitment.
- If a Prepaid Account, the Period Frozen will be extended to the end of the Pre-Paid Contract and will reactivate at the end of the Freeze Period without notice.
- Your freeze request must be written by completing a Freeze Request Form in the gym, by Email, or by Certified Letter sent to (Iron Works Health Club 206 SH 75N, Huntsville TX 77320). Your Freeze will take affect on your next Billing Cycle once the Freeze Fee and Freeze Dues are processed.
- Your membership cannot be Frozen verbally or over the phone.
- A Freeze Request cannot be retroactive.
- Freeze Fees are non-refundable.
- Putting your membership on freeze does not extend the expiration date on your personal training, unless approved by management.

### **KEY TAG POLICY:**

Members will be charged \$5 (plus tax) at Signup for Each Member Key Tag. Member will be charged a Replacment Fee of \$5 (plus tax) for any lost key tag. Replacement for a damaged Key Tag is Free, but Member must turn in Damaged Key Tag for Free Exchange.

**PRESENTATION OF KEY TAG:** No one will be admitted to Iron Works Health Club without displaying a valid membership tag or registering as a guest. To assist in preventing unauthorized use of our clubs, members must scan their Iron Works key tag (or other designated tag) into the computer upon entering the club. If you do not have your key tag with you STOP at the desk and tell the Front Desk Attendant your name so they are able to manually check you in. We appreciate your understanding when our Front Desk Attendant stops you if you did not scan in. Photos are REQUIRED, if asked for your photo during check-in we ask for your assistance in allowing us to update our system for security reasons. Check-in data may assist us in an emergency situation and to prevent someone from using your tag. Check-in data and photos are not used or sold, it is for your protection and ours.

**TOBACCO/ALCOHOL/WEAPONS/BEVERAGE:** We are tobacco & alcohol free. No glass containers on the workout floor, locker rooms, saunas or swimming pool areas. Non-glass water bottles may be used in the club. No unauthorized weapons are to be on or in Iron Works Health Club Property.

**LOCKERS:** Lockers are provided solely for the benefit and convenience of members. Member is Responsible for all items and releases Iron Works Health Club and CSM Inc of any lost, Stolen or removed items due to non payment or misuse of Day lockers. Lost Key or Non-Return fee when Canceling or Termination will result in a fee of \$5 (plus tax).

- 1) FREE Day Locker Use: Large Locker, you must bring a lock. Management will remove any articles left in a locker overnight, Items will be donated.
- 2) Locker Rental: Small lockers are available for \$3.00 (plus tax) a month, the Large Lockers are available to rent for \$5.00(plus tax) a month.

**UNDER 18 POLICY:** If a member is under the age of 18 they must have a parent or guardian sign a release and follow the Workout Age Chart located in this pamphlet and posted chart at each facility. It is highly suggested that they attend a FREE 30 minute Personal Training Session to ensure that they know how to properly use the club equipment for their safety. This service is free to all New Members. Iron Works Health Club is not responsible for your children, please ensure that they/you follow our guidelines. If a child is found outside of our guidelines the legal guardian will be contacted & loss of membership could result. NO Children are to be on the Gym Floor unless they have a membership following the Workout Age Chart posted in the gym

#### **MEMBER'S HEALTH WARRANTY**

Member and buyer represent that Member is in good health and has no disability, impairment, injury, disease or ailment preventing him/her from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of naive or abusive exercise. Member assumes full responsibility for his or her use of the facility and shall indemnify Iron Works Health Club, CSM Inc, the owner of the club location the member is utilizing, its affiliates, agents and employees against any and all liability arising out of use of the facilities.

#### **MEDICAL CONDITIONS**

The club recognizes that individuals with specific medical conditions utilize the facility in order to rehabilitate those conditions. The club suggests that a medical examination be undertaken by all of those individuals wishing to begin an exercise program, and a physician give clearance to any individual desiring to begin a program. Please complete all known conditions in your waiver and notify the front desk of any known injuries and/or illnesses that we need to be aware of when you become a member and when things change.

#### **RULES, REGULATIONS, AND SCHEDULES**

Member agrees to abide by all the membership rules, regulations and schedules of the Club, which may be posted at the Club, listed in this agreement or issued orally, which may be amended from time to time, at Management's sole discretion.

#### **INDEPENDENT CONTRACTORS**

From time to time we may make available to Members and their guests the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available to Members or their guests for any period of time, and hereby disclaim all liability arising out of such services.

#### **GUESTS**

Member's guests are permitted in the club, but only pursuant to such rules, regulations, fees, schedules for such guest as may then be in effect. The Club reserves the right to limit the number of times any one guest can use the Club and reserves the right to exclude any guest whose use of the facility, in the sole opinion of the Club, would be detrimental to the Club or any of its members. All guests must sign in at the front desk.

#### **VALUABLES AND PERSONAL PROPERTY**

Members are urged to avoid bringing valuables onto club premises. Iron Works Health Club shall not be liable for the loss or theft of, or damage to, the personal property of member or guests, including items hanging, in gym bag and/or in lockers. Please do not bring anything of value onto the club premises.

#### **CHILDREN'S USE**

All children 16 years and younger must be accompanied by their parent AT ALL TIMES offensive to any other member or who is unsupervised. Children can not be on the gym floor unless they are on the parent/guardian's membership. This is to Protect Your Children. (See Age Chart for Specifics)

#### **A FREE 30 MINUTE PERSONAL TRAINING SESSION**

Available to ALL New Members. Upon request members are provided one free 30 minute personal training session with a certified personal trainer. Our personal trainers have vast knowledge in all areas of physical fitness. Look at our Web page for Bio's of our Personal Trainers. Their knowledge stretches far beyond their personal experience all holding various NCCA Accredited Personal Training Certifications. After filling out a short form, the member can expect a call from a personal trainer to set up a day and time to meet for the free 30 minute session. Each personal trainer will advise you and put you through a workout crafted for your specific goals. Our personal trainers will show you the knowledge they have to offer and their ability to help you reach your fitness goals.

#### **FREE WEIGHT AREA**

Members must be at least 14 years old to use the free weight equipment (see Workout Age Chart on page 6 for age/parent requirement). Member must be 16 years old to use the free weight equipment without being with a parent. Please follow the rules posted in the free weight room. All free weights and dumbbells must be returned to the racks when finished. Please do not drop weights as they will weaken and break, with the possibility of injuring you or someone else. You may be held liable for the replacement cost if it is found that you misused the equipment. All members and guests must use weight collars and spotters when lifting. Please wipe off pads after use for the next member.

#### **CARDIOVASCULAR EQUIPMENT**

We do not reserve cardiovascular equipment (Treadmill, Stairmaster, Elliptical, Cross Trainer, Recumbent, AMT, Upper Body Ergo, Upright Bike, etc), there is no limit on use. We encourage everyone to be courteous to each other. Both clubs have Cardio Equipment available and should accommodate everyone.

#### **GROUP FITNESS RULES**

Allow enough time to sign in before each class, if required. Do not enter a class late or leave a class early unless you give the instructor prior notice. If you are just starting Group Fitness or have a Preferred Customer injury or problems that prevent full

participation, please discuss the situation with the Group Fitness instructor before class. Aerobics shoes must be worn in all Group Fitness classes. Please check the Group Exercise Schedule and our Website for Class Times and Club Locations.

### **DRESS CODE**

Proper athletic attire is required. No street clothes, NO revealing clothing, open toed or dress shoes permitted. Members must wear shirts and shorts (appropriate length), sweatpants or Yoga Pants. Shorts must provide full coverage, at no time should underwear be exposed. No swimsuits are allowed on the workout floor. Female members may wear sports bras but an over shirt must provide tasteful coverage to the waist. We ask that no cut-off jeans, blue jeans, or street clothes be worn during workouts as the brads, buttons, and zippers tear the upholstery. Closed toed athletic shoes and socks must be worn on the workout floor, No open toe shoes! No sandals or dress shoes allowed while working out, this is for your protection. Clothing or hats with slogans or pictures which may be deemed offensive are not allowed in either of our facilities. Swimsuits and flip flops may be worn from the locker rooms to the pool only. Shirts and foot covering must be worn until you get to the pool. Management reserves the final decision on all attire in the club and ask for your understanding when we approach you if any of these policies are broken.

### **PRO SHOP**

We carry a variety of waters, protein & energy bars/drinks, as well as tanning lotions, Iron Works logo items and more. Items will be billed with next monthly billing.

### **SAUNA USE**

We will not turn on the Sauna by phone request. The temperature in the saunas can reach 180 degrees. Proper hydration is recommended during sauna use. The sauna is a dry or steam sauna, please ask for assistance if you have any questions on how to use the Sauna. Please remove your newspapers and magazines from the sauna after each use. Children under the age of 16 must be accompanied by an adult at all times.

### **SWIMMING POOL USE**

THE POOL IS OPEN when the gym is open! **The pool is no longer open for recreational use on the weekends.** If you are NOT a Member a Pool Pass Fee is required to utilize the pool. If you are a Member and are bringing a Guest, a Pool Pass Fee can be obtained at the front desk for Children and/or Adult guest. The Age Chart will be enforced, we always suggest that No One should ever swim alone! Children under the age of 14 must be accompanied by an adult at all times. There is NO Lifeguard on Duty, you will be swimming at your own risk. There is an Entry Ramp with handrails to assist you when entering/exiting the pool. Please understand that the pool WILL BE utilized for Water Aerobics Classes and Swim Lessons (seasonal), you may utilize the lap lane only during that time. ONE Lap Lane will be open for use during class time. **Our Pool is NOT for Play, it is to be utilized for Lap Swimming/Walking and Fitness Activities ONLY! NO Floats, pool toys, water guns, etc are allowed in the pool and/or pool area! Running, horseplay, loud or abusive language and inappropriate displays of affection are not allowed in the pool area anytime.** We do supply you with a few floatation devices for your use when using the pool for exercise. PLEASE bring a towel and dry off before entering the building to prevent slipping/falling! Babies MUST wear a Swim Diaper when in the Pool. Please wear proper attire (see Dress Code The pool is heated during winter months, please be careful when walking outside, wear non-slip shoes and a cover up. Pool Info will be posted on/near Pool Door when needed. Please ensure that your children use the restroom prior to entering the pool! **NO SMOKING AND NO ALCOHOL ARE PERMITTED ON OUR PROPERTY, WHICH INCLUDES THE POOL!**

### **PERSONAL TRAINING**

Use of non-Iron Works Health Club Trainers in the Club is PROHIBITED. Members may NOT personal train other members.

- Personal Training Sessions can be requested and Purchased at the Front Counter.
- Personal Training Sessions Expire 6 months after Purchase.
- Member must give 24 hours notice if they wish to cancel a personal training appointment or they will be charged for that session
- A FREE 30 Minute Personal Training Session is available to ALL New Members. Upon request members are provided one free 30 minute personal training session with a certified personal trainer. Our personal trainers have vast knowledge in all areas of physical fitness. Our training staff consist of 4 former Division I collegiate athletes in sports ranging from football to cheerleading to track and field. There is a competitive eXtreme fitness enthusiast and 2 competitive physique and bodybuilding competitors. Their knowledge stretches far beyond their personal experience all holding various NCCA Accredited Personal Training Certifications. After filling out a short form, the member can expect a call from a personal trainer to set up a day and time to meet for the free 30 minute session. Each personal trainer will advise you and put you through a workout crafted for your specific goals. Our personal trainers will show you the knowledge they have to offer and their ability to help you reach your fitness goals.

### **KIDS ZONE “PLAYROOM” GUIDELINES**

Supervised Kids zone is available at specific times at both locations, ALL Parents/Guardians will be given the detail Kids Zone Guidelines, guideline is also posted within the Kids Zone Area, please ensure that you are familiar with the details as we are NOT a Licensed Day Care and we Can Not change diapers. NO FOOD or Drinks Allowed in the Kids Zone Area, this is for the protection of kids with unknown allergies. Kids Zone is only available for children up to 12 years. Parents/Guardian must sign their child/children in and out of the Kids Zone, this is for their safety so our staff can recognize you as their parent. Please see the playroom door or our website for current hours.

### **MASSAGES**

Member discounts available,. Ask about New Member Massage Discounts. (Time Sensitive) All Massage Appointments are made through the Massage Therapist. See the Web Page for Details.

### **ENTIRE AGREEMENT**

This contract constitutes the entire and exclusive agreement between the parties and supercedes any oral or written understanding. This contract only may be modified in a writing executed by a duly authorized representative Iron Works Health Club. Employees are not authorized to make any independent agreement with any member.

### **IWHC EMPLOYEES AND MANAGMENT**

Iron Works Health Club wants you to have the best experience possible while using our facility. We are glad you are a member here and congratulate you on your choice in making a change for optimal health. Please let any of our employees know if we can assist you in anyway. If you have any concerns or issues, please let any of our Managers know so we can address it as quickly as possible. **All Financial Questions are to be directed to Management and not to the Front Desk Attendant.**

**NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ IT OR IF IT CONTAINS BLANK SPACES.**

IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE HEALTH SPA BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCELTHIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO FOLLOWING ADDRESS:

Iron Works Health Club, 206 SH 75N, Huntsville TX 77320

IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALTH SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY:

- A. CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE FOLLOWING ADDRESS:

Iron Works Health Club, 206 SH 75N, Huntsville TX 77320

- B. FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE HEALTH SPA WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY PROVIDE A COPY OF YOUR CONTRACT TOGETHER WITH PROOF OF PAYMENTS MADE ON THE CONTRACT TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE RECEIVED BY THE SECRETARY OF STATE NOT LATER THAN THE 90TH DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE'S INTERNET WEBSITE.

IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILTY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:

Iron Works Health Club, 206 SH 75N, Huntsville TX 77320

**Members Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(If under age of 18, must be signed by Parent or Guardian)

**Parent/Guardian Signature:** \_\_\_\_\_