

## **GYM MEMBERSHIP POLICY**

### Statement of Policy:

Manor College has partnered with a third party to provide students free access to Crunch Fitness in Huntingdon Valley. This policy will provide guidelines on membership and conduct.

### Scope of Policy:

This policy applies to all students.

### Administrative Guidelines:

#### **I. Memberships:**

##### **A. Sign-Ups:**

1. There is a limited number of free gym memberships. Priority will be given to Manor Athletes and Resident students.
  - a. If there are remaining free memberships, an e-mail will be sent to the Manor student community.
    - i. Memberships will be given on a first come, first served basis.
    - ii. Space availability will be evaluated each semester.

##### **B. Attendance:**

1. Every three months, gym attendance will be evaluated. Individuals who do not attend the location at least twice per week will lose their membership.
2. The newly available free membership spots will be open for students to sign-up.

#### **II. Conduct:**

- A. The partnership between Manor College and Crunch Fitness is fueled by mutual respect and as such the students are expected to behave accordingly. The student's who receive a free membership to Crunch Fitness are representatives of Manor College and must remember that their own behavior can affect others and put this partnership at risk.
- B. All students are expected to read and abide by the terms of use provided by Crunch Fitness (see attached as Exhibit A).
- C. All students are expected to abide by the Manor Student Code of Conduct.

1. All Manor athletes must additionally abide by the Manor Athletic Code of Conduct.

III. Sanctions:

- A. Failure to comply with the above policy may result in disciplinary action, up to and including expulsion from the College.

IV. Policy References

- A. Student Code of Conduct
- B. Athletic Code of Conduct



# MANOR

## COLLEGE

### **GYM MEMBERSHIP POLICY**

I have read this policy and understand the content, requirements, and expectations of the Gym Membership Policy. I have received a copy of this policy and agree to abide by the policy guidelines as a condition of my gym membership. I agree to abide by Crunch Fitness's terms of use and will follow all rules and policies of this gym.

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Signature of Student

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Date

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Print Name of Student



## Exhibit A

### NOTICE OF CONSUMER RIGHTS

1. The buyer may cancel the contract without penalty within three business days of its signing and the buyer receiving a fully completed copy thereof. Upon receipt of notice of cancellation under this paragraph, the health club shall refund to the buyer all moneys, including any initiation fee, paid under the contract.
2. If a health club facility temporarily closes for 30 days or less, the buyer shall receive an extension of the membership term equal to the period during which the facility is closed.
3. The buyer may cancel the contract if the health club facility closes for more than 30 days and the health club fails to provide a comparable facility within ten miles of the location designated in the health club contract. Upon receipt of notice of cancellation under this paragraph, the health club shall refund to the buyer all moneys paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.
4. The buyer may extend the membership term of the contract at no additional cost for a period of time equal to the duration of a disability where the buyer has a disability which precludes the buyer from using one-third or more of the health club facilities for a period of less than six months and the disability is verified by a physician.
5. The buyer or his legal representative may cancel the contract if the buyer dies or becomes permanently disabled. A permanent disability means a condition which precludes the buyer from using one-third or more of the facilities for six months or more and the condition is verified by a physician. Upon receipt of notice of cancellation under this paragraph, the health club shall refund to the buyer all moneys paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee not exceeding \$100, or, if more than half the life of the contract has expired, a predetermined fee not exceeding \$50. In the case of permanent disability, the health club may require the buyer to submit to a physical examination by a physician agreeable to the buyer and the health club. The additional cost of the examination shall be borne by the health club.
6. The buyer may cancel the contract if the buyer moves more than 25 additional miles from the health club and is unable to transfer the contract to a comparable facility located within five miles of his new residence. Upon receipt of notice of cancellation under this paragraph, the health club shall refund to the buyer all moneys paid in excess of an amount computed as of the date of relocation by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee not exceeding \$100, or, if more than half the life of the contract has expired, a predetermined fee not exceeding \$50.
7. To cancel a contract pursuant to paragraph (1), (3), (5) or (6), the buyer shall notify the health club of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to the address specified in the health club contract; that all money to be refunded upon cancellation of the health club contract shall be paid within 40 days of receipt of the notice of cancellation; and that, if the buyer has executed a credit, lien or automatic funds transfer agreement with the health club to pay for health club services, any negotiable instrument or credit or lien agreement executed by the buyer shall also be returned and any automatic transfer shall be canceled within 40 days after the cancellation.
8. The name and address of the surety or bank from which the health club has obtained a bond or letter of credit is Westfield Insurance Company, 1 Park Circle, P.O. Box 5001, Westfield Center, OH 44251-5001. The procedure to obtain a refund under such bond or letter of credit: File complaint with: Office of Attorney General, Bureau of Consumer Protection, 15th Floor, Strawberry Square, Harrisburg, PA 17120.
9. Until the health club has provided the buyer with a signed copy of a contract written in full compliance with the Health Club Act, the buyer may cancel the contract at any time.

### ADDITIONAL MEMBERSHIP AGREEMENT TERMS

#### (1) MEMBERSHIP PAYMENT AND TERMS

(1.1) **Description of Services.** This is a club membership agreement and not an optional services agreement such as personal training which is a separate agreement. This club membership agreement entitles Member to access the facility designated above during business hours. This club membership agreement provides Member access to cardiovascular, strength and conditioning machines. It also provides Member access to certain exercise classes if available at the facility.

(1.2) **Rules, Regulations and Schedules.** Member agrees to abide by the rules, regulations and schedules of FITNESS HOLDINGS, which may be posted at a facility or issued orally, and which may be amended from time to time at Fitness Holding's sole discretion. Upon joining, Member and/or Buyer must pay the appropriate initial charges. At the sole discretion of FITNESS HOLDINGS, a Member's membership may be revoked or suspended at any time if in the judgment of FITNESS HOLDINGS: (a) Member consistently fails to observe the Rules and Regulations, (b) has otherwise behaved in a manner contrary to the best interests of FITNESS HOLDINGS HUNTINGDON VALLEY, LLC or any of FITNESS HOLDINGS' Members, (c) Member has instituted any type of legal action against FITNESS HOLDINGS, including but not limited to civil actions, arbitrations and/or mediations, and/or (d) FITNESS HOLDINGS HUNTINGDON VALLEY, LLC has instituted any type of legal action including but not limited to civil actions, arbitrations and/or mediations against Member.

(1.3) **Member's Obligation.** Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of Member's failure to use the FITNESS HOLDINGS HUNTINGDON VALLEY, LLC facilities. Dues are for the period stated in the Agreement.

(1.4) **Initiation Fee.** There may be a one-time initiation fee which Member and/or Buyer shall be required to pay upon execution of the agreement and acceptance of these Terms and Conditions with FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC or as otherwise agreed to by the Member. This fee will change from time to time at FITNESS HOLDINGS' discretion. This fee is nonrefundable. Resignation from FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC shall not terminate the obligation to pay the initiation fee in full. There will be no further initiation fee as long as the Membership has not terminated or expired.

(1.5) **Monthly Dues, Annual Fee, and other Fees.** Member or Buyer shall pay, in advance, monthly Membership dues as set forth in the agreement. FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC may increase the monthly Membership dues once per calendar year upon giving Members thirty (30) days prior notice, posted in a FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC facility and/or sent by mail to Member or Buyer. FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC may adjust any fees other than monthly dues at any time at its sole discretion.

(1.6) **Prepaid Membership Renewal Amount.** If the Member has a prepaid Membership, then FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC will not increase the Initial Annual Renewal amount on page 1 of this agreement, but may increase all subsequent annual renewal amounts. FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC will send notice to the Member or Buyer of the new annual renewal amount each year thereafter prior to the end of the then current term.

(1.7) **Default and Late Payments.** Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than three days late. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN THREE DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Financial Services, Inc., reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law. **NOTE: Members paying monthly dues by E.F.T. are subject to \$10.00 per month increase of monthly dues if E.F.T. payment is stopped or changed. This will not affect any other provisions of this agreement.**

(1.8) **Limited Memberships.** Memberships may be limited so that Members may have reasonable access to FITNESS HOLDINGS' facilities. It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment; or that Members may not always be able to attend preferred exercise classes. The availability of classes and equipment are subject to demand and are available on a first-come first-served basis.

(1.9) **Unpaid Balances.** All balances owed by Member and/or Buyer that are 30, 60 and 90 days in arrears are subject to monthly service charges per month in arrears. These fees may be adjusted from time to time. Any unpaid balances for membership fees, goods or services past thirty (30) days may result in suspension of membership privileges. Members and/or Buyer shall be obligated to pay any cost incurred by FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC for collection. The renewal fee for paid in full annual memberships must be paid by 12:00 midnight 30 days after the expiration of the annual membership or Member's privilege to use FITNESS HOLDINGS' facilities may be suspended and a new initiation fee will be required.

(1.10) **Membership Term.** The period covered by the first month's dues, as well as any additional days of Membership for which payment is received by FITNESS HOLDINGS, are the "Paid Period" for the Dues Membership. The "Paid Period" is the term of this Membership Agreement.

(1.11) **Additional Cancellation Terms.** (1.10.1) Excluding the 3 business day provision to cancel on the front of the agreement, you may terminate your Membership Agreement by providing at least ten (10) days notice prior to the next bill date to FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC delivered (a) by U.S. mail to CRUNCH FITNESS HUNTINGDON VALLEY at 759 Huntingdon Pike Huntingdon Valley, PA 19006 or (b) by hand to the manager at your FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC facility. The termination will be effective at the end of the Paid Period, and you may continue to use the facility during the Paid Period. FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC shall not charge your credit card or initiate any EFT payments, which are scheduled to occur more than ten (10) days after the termination notice is received by FITNESS HOLDINGS. If the termination cannot be processed prior to the scheduled date of the charge or transfer, FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC shall refund the debited amount.

(1.11.2) **Death or Disability.** If, by reason of death or disability, you are unable to receive all of the services for which you contracted under this Agreement, you and your estate shall be relieved from the obligation of making payment for services other than those received prior to your death or the onset of your disability. If you prepaid any sum for services, so much of the sum as allocable to services not taken prior to your death or disability shall be promptly refunded to you or your representative. For purposes of this provision "disability" means a condition, which precludes you from physically using the facilities. A physician must confirm your disability in writing. Member may cancel his or her contract and FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC is entitled to a reasonable predetermined fee in such event in addition to an amount equal to the value of services made available for use by Members. This amount shall be computed by dividing the months expired under the membership term. Member or Member's estate must provide reasonable evidence of disability or death. For cancellations within 3 days, death or disability, or relocation, cancellation is effective on the date notice is received by the health club.

(1.11.3) **Close of Facility and/or Move.** Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC facility at which the Agreement is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten (10) miles in Huntingdon Valley, Pennsylvania.

(1.11.4) **New Facility.** You may cancel the contract and receive a pro rata refund if the health club fails to provide the specific facilities advertised or offered in writing by the time indicated. Performance of the agreed upon services will begin within six months after the date of this Agreement.

(1.11.5) **Opening of Club.** If the Facility first identified above has not opened as of the date of this Agreement, Member and/or Buyer may cancel this Membership Agreement immediately. To cancel this Membership Agreement, mail or deliver a signed and dated notice stating that Member and/or Obligor, as applicable, is canceling this Membership Agreement, or words of similar effect. Such notice shall be sent to CRUNCH FITNESS HUNTINGDON VALLEY at 759 Huntingdon Pike Huntingdon Valley, PA 19006 or delivered to the FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC facility. Member or Obligor, as applicable, is entitled to receive a refund within fifteen (15) days of receipt of the notice of cancellation.

(1.11.6) **Relocation.** Member may cancel this Agreement if they can provide proof that Member is permanently moving more than twenty five (25) miles away from any FITNESS HOLDINGS, HUNTINGDON VALLEY, LLC facility. Proof such as utility bill, lease agreement, driver's license, military orders or any other document that could validate such proof will be accepted. Should you move further than 25 miles from the club and be unable to transfer this membership to a comparable facility, you shall be relieved from your obligation of making payment for services other than those received prior to your move, and if you prepaid any sum for services other than those received prior to your move, so much of such sum as is allocable to services you have not received shall be promptly refunded.

(1.11.7) **Material Changes in Services.** Member may cancel this Agreement if the health club materially changes the services promised as part of the initial contract.

(1.11.8) **Written Requests.** Memberships cannot be cancelled by phone or verbal