



new york sports clubs

TSI Corporate Sales
30 Wall St.
New York NY 10005
917-351-6680

MEMBERSHIP AGREEMENT

Membership Number: _____

Type: _____

Consultant: _____

Date: _____

Last Name: _____ First Name: _____ Initial: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Employer Name: _____ Home Phone: () _____ Business Phone: () _____

I acknowledge that I have received and will comply with the rules and regulations of TSI. ***I understand that, subject to the cancellation rights described below, my membership is for at least 12 months, after which my membership will continue until I cancel it by (1) GIVING TSI 30 DAYS WRITTEN NOTICE BY CERTIFIED OR REGISTERED MAIL plus (2) TURNING IN MY MEMBERSHIP CARD and (3) GIVING FULL PAYMENT OF ANY UNPAID DUES OR INDEBTEDNESS.***

I also understand that my membership is transferable.

Subject to the following cancellation rights provided under Article 30 of the New York General Business Law, this application shall become a binding agreement when signed by me and accepted by TSI.

CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THIS DATE by written notification to: Town Sports International, 30 Cliff Street, New York, NY 10038 by certified or registered mail.

ADDITIONAL RIGHTS TO CANCELLATION: You may also cancel this contract by providing reasonable proof of any of the following reasons:

- If upon a doctor's written order, you cannot physically participate in services offered by the facility because of significant physical disability for a period of six (6) months. Doctor's letter required.
- If you die, your estate shall be relieved of any further obligations for payment under this contract not then due and owing.
- If you move your residence more than twenty-five (25) miles from any health club operated by TSI. Proof of move required.
- If the services cease to be offered as stated in this contract.

To cover TSI's expenses incurred in administering the contract and its cancellation, there shall be a fee of \$50 assessed to any member who cancels his or her membership, for any of the above four (4) reasons, before the end of the first membership term.

Signature: _____ Date: _____

Monthly Billing of Dues

Initiation Fee: \$0 _____ Initial Payment (include prorated): \$ _____ Period covered: _____ to _____

Processing Fee: \$39 _____ Total Amount Paid: \$ _____ By: _____ Monthly EFT Charge: \$64.95 _____

First EFT will be on or about: _____ TSI may adjust monthly dues once each calendar year during the term hereof, by no more than \$3/month, by giving members thirty(30) days prior notice, posted in the clubs and/or sent by mail.

Billing Authorization: (Attach Voided Check if this is for a checking EFT)

Credit Card Number: _____ Exp. Date: _____

: _____

Name On Account (Please Print): _____

I request that my applicable club fees be deducted from the above account for NEW YORK SPORTS CLUB by using Electronic Funds Transfer. This authorization for automatic debit remains in effect until I cancel or transfer my membership in writing and return my membership card in conformance with the rules and regulations.

Authorized Signature: _____ Date: _____

IMPORTANT NOTICE FOR HEALTH CLUB MEMBERS:

New York State law requires certain health clubs to have a bond or other forms of financial security to protect members in the event that the club closes.

This club has posted the financial security required by law.

YOU MAY ASK A REPRESENTATIVE OF THE CLUB FOR PROOF OF THE CLUB'S COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORK STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES, 162 WASHINGTON AVENUE, ALBANY, N.Y. 12231.

DO YOU NOW HAVE OR HAVE YOU EVER BEEN DIAGNOSED TO HAVE: HEART DISEASE, HEART ATTACK, CARDIAC SURGERY, STROKE, PACEMAKER, ANEURYSM, OR ANGINA PECTORIS? YES (initial) _____ NO (initial) _____

(If yes, your membership will be on hold until you obtain medical clearance.)



membership agreement

Terms and Conditions

Member Name (print): _____

CN Membership #: _____

1.0 FEES AND PAYMENTS.

1.1 Returned Payment Penalty. You will automatically be charged any bank fee imposed on any of the Clubs, plus a processing fee of up to \$15, for any returned payment item due to closed accounts, insufficient funds, etc.

2.0 MEMBERSHIP

2.1 Revocation of Membership. At our discretion, your membership may be revoked at any time and for any reason, including if, in the reasonable judgment of a Club, you have acted in a manner contrary to the best interests or safety of a Club or other members, or if your account has a balance past due. Each Club also reserves the right to require a member to leave for the day if, in the Club's reasonable judgment, such member poses a health or safety risk or is disturbing, or appears likely to disturb, other members or Club personnel.

2.2 Use Privileges. You must abide by the individual rules of your membership. Additional fees may apply if you chose to use clubs or services outside of your membership privileges.

2.3 Membership Freeze. Members may put their membership on hold (a/k/a, a "freeze") for any reason for a minimum of one month, a maximum of 12 months or any number of whole months in between. You must notify the Club, in writing, at the address set forth on the membership agreement, of the dates you wish to put your membership on hold and by signing a "Freeze Form." During this freeze period you will not be billed your regular monthly dues and you may not use the Club or any of its programs or services. Where permitted, you will be charged a fee of \$15 for each month that you remain on hold. Following the expiration of your freeze period, you will automatically be billed your regular monthly dues. Your commitment period will be extended by the amount of time your membership is on hold.

2.4 Closings. From time to time, a part of a Club or the entire facility will be temporarily unavailable while repairs, renovations or special events take place or until governmental permits or licenses are received. We will make every effort to minimize any disruption to members during these periods. Some or all of the Club's services may be closed for holidays. Club hours of operation are displayed in each Club and may be modified from time to time.

3.0 MEMBER RISK

3.1 Medical Recommendations. You should consult with your physician or have a physical examination before using any fitness equipment or program, especially if you are elderly, pregnant, unaccustomed to physical exertion, have physical limitations or a history of high blood pressure, heart problems or other chronic illness.

3.2 Member Conduct. Members shall not use any Club's facilities, services or equipment in such a way as to endanger the health or safety of themselves or others. Members shall be responsible for any property damage or personal injury caused by them, their family, or their guests. Members agree not to violate any laws.

3.3 Orientation. Members and members' guests should seek instruction from Club personnel in the use of all equipment, including fitness machines, free-weights, and cardio-aerobic equipment, before using any Club's facilities, services or equipment. If you fail to ask for instructions as to how to use the equipment, then you assume the risk of injury associated with the misuse of such equipment.

3.4 Medical Disclaimer. Each member has been informed and acknowledges that the Clubs have made no claims as to medical results that can or may be obtained through use of the Clubs' facilities, equipment or services. The Clubs do not have the training, authority or expertise to provide medical treatment or related advice to members.

3.5 Activity Risk. Any strenuous athletic or physical activity involves certain risks. By signing this agreement, you represent that you understand and you acknowledge that there are risks associated with the use of a health club and the use of fitness equipment and free weights pose a risk of injury if not used correctly. We cannot guarantee that any facility or equipment is free of risk. You agree to use care in the use of the Clubs' facilities, equipment and services and to protect against accidents by other members.

3.6 Prevailing Party. In the event that you commence an action against a Club or any of its affiliates and fail to obtain judgment or receive partial judgment, you shall be liable to the Club for all costs and expenses the Club or its affiliates incur in the defense of the action or any claims on which you did not prevail, including attorney's fees. You agree to pay all costs plus reasonable attorney's and collection fees in connection with TSI's collection of any amounts owed by you.

3.7 Loss of Property. The Clubs shall not be liable for the disappearance, loss or theft of, or damage to personal property, including money, negotiable securities, or jewelry. In no event shall any Club's liability for disappearance, loss, theft, or damage thereof exceed the lesser of the actual value or \$100.

4.0 MISCELLANEOUS

4.1 Non-Discrimination. The Clubs will not discriminate against any person because of sex, race, creed, age, color, sexual orientation, national origin or ancestry in considering applications for, or taken other actions in connection with, membership in the clubs.

4.2 Use of Photographic Likeness. By signing this Agreement, the member grants the Clubs the right to use their photographic likeness for promotional purposes, including, without limitation, for online usage and marketing materials.

4.3 Waiver. It is understood and agreed that no failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

4.4 Enforcement. If any provision of your contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions of the contract, which shall remain in full force and effect, and the provisions so held invalid or unenforceable shall be deemed modified so as to give such provisions the maximum effect permitted by applicable law.

4.5 Governing Law; Jurisdiction. These terms and conditions shall be governed in all respects by the substantive laws of the state in which the cause of action arises, without regard for conflict of law principles of such state. With respect to personal jurisdiction, you hereby irrevocably submit to personal jurisdiction in any action brought in any court, federal or state having subject matter jurisdiction arising under this contract within the location set forth below, and you hereby waive, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue to the maintenance of any action. You hereby waive your right to a trial by jury.

State of Where Cause of Action Arises

Connecticut
District of Columbia
Maryland
Massachusetts
New Jersey
New York
Pennsylvania
Rhode Island
Virginia

Venue/Jurisdiction

Fairfield County, CT
District of Columbia, DC
Montgomery County, MD
Worcester County, MA
Bergen County, NJ
County of Westchester, NY
Bucks County, PA
Providence, PA
Fairfax County, VA

The minimum age for club membership is 18 unless parental permission and a Club's consent are given. I have read and agree to the Terms and Conditions section of this Agreement.

Signature of Member (if 18 years or older)

Date: _____

Name of Member (print)