

Town Sports International Holdings, Inc.



MEMBERSHIP AGREEMENT

Club of Choice:

Membership Number: _____

Company Name: **City of Newton**

Type Passport / Month to Month

Consultant Laura Hoover

Date _____

Last Name _____ First Name _____

Home Address _____ City _____ State _____ Zip _____

Primary Phone Number _____ Email _____

Company Name: **City of Newton**
Overview

You understand that your Month-to-Month membership will continue month to month until you cancel it by providing 30 days' notice as described below. You will continue to have the services provided under this agreement until the end of the 30 day notice period. In using the health and fitness club, you agree to comply with all of the rules and regulations of Town Sports International, LLC and the health clubs it owns and operates, which rules and regulations are posted on our website and/or are available at the club, and may change from time to time. **Passport membership provides full access to all TSI clubs with the exception of Elite and Flagship clubs.**

By becoming a member, you acknowledge that you (i) have no medical or physical condition or history which would prevent you from using all or any of the clubs' facilities, equipment and/or services, and (ii) have not been instructed by any physician not to use any of the clubs' facilities, equipment and/or services. Subject to the cancellation rights set forth herein, this application shall become a binding agreement when submitted by you. Once submitted, a copy of your agreement will be available in your on-line account information.

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.

Cancellation:

You may cancel your membership at any time after your Commitment Period, if any, by (1) giving notice at the club and obtaining a cancellation receipt, or (2) sending a written notification by certified or registered mail to the club at the address set forth above. Your cancellation will be effective 30 days after you provide proper notice of cancellation, and you will continue have the services provided under this agreement until the end of the 30 day notice period.

Additional cancellation rights are set forth below.

Charges and Monthly Billing of Dues

Enrollment Fee (if applicable) \$ \$0

Monthly dues for n/a to n/a (pro rata for month in which you join): \$ n/a

Annual Fee: \$ \$59.99 (paid at the time of enrollment and on each one-year anniversary of your enrollment date)

Tax Paid on signing: \$ n/a

Total Amount Due Today: \$ \$0

Monthly Dues: \$ \$59.99 (subject to applicable taxes) Billing will be on a calendar month basis and the next billing date will be: 1st

Billing Authorization

By accepting these terms and conditions, you agree that all fees will be charged to the credit card on file with the club. This authorization remains in effect until you cancel this agreement as provided above.

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: TSI Member Services, One Highpoint Drive, Chalfont, PA 18914 or to the address stated above by certified or registered mail. ADDITIONAL RIGHTS TO CANCELLATION: You may also cancel this contract for any of the following reasons:

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

IMPORTANT NOTICE FOR HEALTH CLUB MEMBERS New York State law requires certain health clubs to have a bond or other form 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.**

Credit Card Number _____ Exp Date _____

Name On Account (Please Print) _____

Authorized Signature _____ Date _____

TERMS AND CONDITIONS

1.0 FEES AND PAYMENTS.

1.1 Returned Payment Penalty. You will automatically be charged any fee imposed on us, 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 reserves the right to require a member to leave for the day if, the Club believes 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 use clubs or services outside of your membership privileges.

2.3 Freeze. Passport members may put their membership on hold (a/k/a, a "freeze") for any reason after the first 90-days from the agreement start date 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. 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.

2.5 Age. The minimum age for club membership is 18 unless parental permission and a Club's consent are given.

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 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, you assume the risk of injury associated with the misuse of such equipment.

3.4 Medical Disclaimer. Each member 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 that 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 have 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 preclude any other or further exercise 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 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 to conflict of law principles of such State. With respect to venue and personal jurisdiction, the parties to this agreement hereby agree to submit to personal jurisdiction in any action brought by either party brought in any court, Federal or State having subject matter jurisdiction arising out of the contract within the location set forth below, and you hereby waive, to the fullest extent permitted by law, the defenses of personal jurisdiction, inconvenient forum, and improper venue to the maintenance of any action. The parties also agree to waive their right to a trial by jury.

State Where Cause of Action Arises	Venue/Jurisdiction
Connecticut	Fairfield County, CT
District of Columbia	District of Columbia, DC
Maryland	Montgomery County, MD
Massachusetts	Worcester County, MA
New Jersey	Bergen County, NJ
New York	County of Westchester, NY
Pennsylvania	Bucks County, PA
Rhode Island	Providence, RI
Virginia	Fairfax County, VA