

Overlook III FITNESS CENTER

2859 Paces Ferry Road, SE
Atlanta, GA 30339

MEMBERSHIP INFORMATION

{PLEASE PRINT CLEARLY}

Date: ___/___/___

Member Name _____ Email Address _____

Mailing Address _____ City _____ State _____ Zip _____

Building Access Card # _____ Phone _____

Member's Employer _____ Occupation _____

In case of Emergency Contact _____ Phone _____

FEES/DUES

All dues shall be paid by check payable to:

GIG VAOI Overlook, LLC

2859 Paces Ferry Road, SE (Management Office) Atlanta, Georgia 30339

Starting Date _____

Pre-Paid Dues _____ Paid By _____

TOTAL AMOUNT COLLECTED _____

BILLING INFORMATION

1. **Membership Enrollment** - Member agrees to pay dues on the following basis (SELECT ONE).

Membership fees are subject to change.

- \$45.00 per month if paid directly by the member
 \$35.00 per month if billed and paid monthly via employer's rent statement, or

2. **Membership Termination** - Termination must be received prior to the 15th day of the month in order not to be billed for the next month's dues. Members agree to remain liable for all past dues and other indebtedness accrued.

WAIVER OF LIABILITY

Section 1. All use of the Overlook III Fitness Center shall be undertaken by the member, at his/her sole risk, and the Overlook III Fitness Center shall not be liable for any injuries or damages to any member, or be subject to any claim, demand, injury, or damages whatsoever, including, and without limitation, those damages resulting from acts of negligence on the part of the Overlook III Fitness Center, its officers or agents. The member, for himself/herself and on behalf of his/her executors, administrators, heirs, assigns, and successors, does hereby expressly forever waive, release, and discharge Overlook III Fitness Center, its owners, officers, employees, agents, assignees, and successors from all such claims, demands, injuries, damages, actions or causes of action. The Overlook III Fitness Center shall not be responsible or liable to members for articles damaged, lost or stolen in or about the Overlook III Fitness Center, or lockers, for loss or damage to any property including but not limited to automobiles and the contents thereof.

Section 2. Member's use the Overlook III Fitness Center at their own risk. No guests are allowed. Improper use of the equipment may be hazardous. Member further hereby declares him/herself to be physically sound without any conditions, impairment, disease, infirmity or other illness that would prevent participation in exercise at Overlook III Fitness Center. Members are required to read and follow instructions for proper equipment usage. All members are *strongly* encouraged to have a complete physical examination prior to participating.

Member Signature _____ Date -- -- . _____

Company Signature _____ Date ____ . ____ . ____ . ____ .

Management Representative _____ Date ____ . ____ . ____ . ____ .

Overlook III Fitness Center

Rules and Regulations

WELCOME to the Overlook III Fitness Center

To ensure high and impartial standards, the following policies and procedures shall be always adhered to. **It is imperative that you read, understand and agree to these rules and regulations, as they are a condition of membership.**

1. **Membership Qualifications.** An individual membership may be purchased by a person who is or whose employer is a tenant of Overlook III.
2. **Dues and Charges.** Dues shall be paid in advance each month prior to the first day of the month. Dues are currently (a) \$45.00 per month if paid directly by the member, (b) \$35.00 per month if billed and paid monthly via employer's rent statement. Dues shall be subject to change with not less than thirty (30) days' written notice to members. The obligation for members to pay dues is not contingent upon availability of all of the center's facilities. Repair or maintenance may take place from time-to-time, making it necessary for the Fitness Center to restrict use of, or close the facilities. Dues will not be reduced or suspended during the time when the center's facilities are not available. All returned checks will be charged back on account with a \$25.00 fee. After the second such instance, membership may be terminated by the Fitness Center.
3. **Membership Termination.** To terminate a membership, the Member is required to submit a written request, return any items issued because of membership, and bring the account balance to zero. The termination notice must be received by the 15 day of the month in order not to be billed for next month's dues.
4. **late Penalties.** All membership accounts not paid within thirty (30) days shall be terminated (access deactivated) until such time the account is paid in full. late penalties will be assessed at \$10/per month for all accounts not paid in full by the fifth of each month.

GENERAL RULES

The use of all facilities is subject to posted rules and policies established by the Property Management, and as such, the rules are subject to change by Property Management.

- a. All Members use the fitness center at their own risk. **Security Cameras may be present in the public areas of the Fitness Center and are for the use of monitoring security of the building, and not for monitoring of the Fitness Center.** The Property Management is not responsible for any injuries sustained while using the facilities.
- b. Proper etiquette, language and courtesy are to be observed. This includes proper conduct and mannerism. Violators will be asked to leave without a refund.
- c. Proper attire must be worn, to include footwear, at all times. No cut-offs, ragged or torn clothing will be permitted.
- d. Smoking is not permitted in any area of the Fitness Center.
- e. Violation of any rules or regulations will result in the suspension of Fitness Center privileges. A Member is subject to termination at the sole discretion of Property Management for any reason or for no reason.
- f. Loud music is not permitted.
- g. Equipment to be wiped down after using wipes provided by Property Management.
- h. When finished, place used towels in bins located just inside changing rooms.

- i. Damage to Fitness Center property shall be paid for by any Member who willfully or neglectfully causes such damage.
- j. Members may not invite dependents and/or guests.

In accordance with the bylaws stated above I acknowledge that I have received and read a copy and agree to abide by the policies and regulations herein.

Member Signature _____ Date ___/___/___

Company Name & Suite Number Signature _____

Management Representative _____ Date ___/___/___