

Nordic Club



Health & Fitness at *The Nordic Inn*

227 Main Street, P.O. Box 6, Lincoln, NH 03251

Tel: (603) 745-8866 • Fax: (877) 711-3357

thenordicclub@yahoo.com

www.thenordicclub.com

MEMBERSHIP AGREEMENT (Rental Properties)

_____ New Date _____

_____ Renewal of Previous/Current Member No. _____

I herewith purchase a Rental Membership in The Nordic Club,

Owenn Name	Middle Initial	Last	Date of Birth
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Mailing Address	City	State	Zip
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Cell, Business and/or Home phone	Email
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RENTAL UNIT INFORMATION:

Street Address/City/State	Complex Name	Max Occupancy
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MEMBERSHIP TYPE (Please check one):

_____ **6 Month: \$1,100**

_____ **12 Month: \$1,600**

**Rental Memberships are for the Member and renters of the Member's rental unit ONLY, and allow entry for the maximum occupancy of the Member's rental unit, not to exceed 10. Violation of this term will be grounds for immediate cancellation of this agreement and forfeiture of any membership dues paid.*

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.

STATE LAW REQUIRES THAT THIS HEALTH CLUB REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS CLUB POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THIS CLUB CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS CLUB HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS CLUB HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS HEALTH CLUB FOR MORE THAN ONE MONTH'S MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE CLUB CEASES TO CONDUCT BUSINESS.

YOU MAY CANCEL THIS TRANSACTION IN WRITING ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

BUYER'S RIGHTS:

I. Every seller of a prepaid health club services contract shall:

(a) Refund to the buyer the pro rata cost of any unused services, within 15 days after request therefor, if:

(1) The buyer is unable to receive benefits from the seller's services by reason of death or disability. The health club may require that the disability be confirmed by an examination of a physician agreeable to the member and the health club; provided, however, that this subparagraph shall not operate to prevent the buyer from proving the disability in a judicial proceeding; or

(2) The seller relocates his facility more than 8 miles from its present location, or the services provided by the seller are materially impaired.

(b) Refund to the buyer the pro rata cost of any unused services under all contracts between the parties, within 15 days after request therefor, if the aggregate price of all contracts in force between the parties exceeds \$1,000. Provided, however, if the contract so provides, the seller may retain a cancellation fee of not more than 25 percent of the pro rata cost of unused services on all contracts, not to exceed \$250.

(c) Refund to the buyer the pro rata cost of any unused services within 15 days after the club ceases operation.

II. Upon the occurrence of any of the circumstances enumerated in subparagraphs I(a) or (b) or (c) of this section, the buyer or his estate shall be relieved of any further obligation for payment under the contract not then due and owing.

The Nordic Club Rules, Regulations, & Release of Liability

"I" and "you" mean the "Member", defined as the individual creating this Membership, his or her family members and authorized guests under a Family Membership, and his or her lessees, their family members and authorized guests under a Rental Membership. "Us" or "we" means The Nordic Club.

I wish to make use of The Nordic Club fitness facility (hereinafter the "Club") located at the Nordic Inn Condominium (hereinafter the "Condominium"). I hereby certify that I have read this entire Membership Agreement, including the Rules, Regulations, & Release of Liability, and agree that I, and any other person utilizing my Membership under a Family Membership or Rental Membership, shall be bound by all of the terms and conditions contained herein, without exception. I understand that the Club is owned by the Nordic Inn Condominium Owners' Association (hereinafter "NICOA" or "Owner").

PLAIN TALK ABOUT YOUR MEMBERSHIP: The Club wants everyone to have a safe, fun and enjoyable experience at our facility. The Club reserves the right to change the operating hours, the days of operation, the memberships offered, at any time, in its sole discretion. The Club is part of the Condominium, and as a Member, we ask that you be mindful of the fact that there are 104 units utilized by the homeowners and their guests. Special provisions for earlier entry into the fitness portion of the facility will be made on a Member by Member basis. We can also accommodate requests to use the facility for special events and private functions for an additional fee. The front desk at the Condominium is not there for the general support of Club Members as the Club is a self-service facility that you utilize at your own risk. We promote four simple points of respect that make this facility a friendly and comfortable place to be: Respect yourself, respect other Members, respect owners and staff of the Condominium, and respect the facilities. Members who act inappropriately will be given a reminder to mend their behavior. Continued inappropriate behavior will be grounds for ejection from the facility and/or termination of the Membership with no refund of any pre-paid dues.

We will maintain and provide clean and neat facilities. You agree to provide a helping hand in this role. We respectfully require you to carry a towel and wipe the equipment clean when you finish. A cleansing spray is provided at various locations in the facility. Trash is to be properly disposed.

We also want the facility to be safe and secure and we will periodically check the Membership ID of Members and may verify that information by asking for a copy of a driver's license. If unauthorized persons are using your Membership or you otherwise allow unauthorized persons to enter the Club, you will be given one warning. If the behavior continues, the Membership will be terminated and there will be no refund of any pre-paid dues. We will also have video cameras in certain public areas and you understand that while you are in a public area, you will likely be captured on video. By becoming a Member or entering the Club, you consent that video will be obtained of you while you are in the public areas of the facility.

MEMBER OBLIGATION: Members are responsible for payment of all Membership dues. Failure to use the Membership and utilize the Club does not relieve you of your responsibility for payment. A \$25 service charge will be added each month to payments delinquent by over 10 days. Accounts in arrears by more than 30 days will be cause for suspension of the Membership until the account is reconciled and the Club reimbursed the actual cost of collection, including, but not limited to, attorney's fees, costs, late fees and interest not to exceed 18% per annum. The Membership is absolutely non-refundable in whole or in part unless: I should die or become permanently disabled during the Membership term or any renewal term, my estate may cancel the contract. The Club is entitled to a reasonable fee in such event, in addition to an amount computed by dividing the total cost of your Membership by the total number of months of the Membership and multiplying the result by the number of months expired in the Membership term. Reasonable proof of death or permanent disability may be required under this paragraph. Membership rates are subject to change at the discretion of the Club without notice.

ADMISSION POLICY: The Club reserves the right to refuse admission to any person. All Members may be required to show a driver's license with picture ID along with their Membership Card while on Club property. You agree that if you purchased a Family Membership or a Rental Membership, or any other Membership where you are permitted to allow others to use your Membership, you are responsible for explaining the terms contained in this Agreement to your family, guests and lessees. You also understand that anyone entering the Club under this Membership must be 18 or older to use the Club amenities, unless accompanied throughout their visit by a responsible adult. You further agree to indemnify and hold harmless the Club, NICOA, the Owners of the Condominium, their employees, agents, representatives, Board Members, and successors from any and all claims asserted by anyone so using your Membership to the Club, and this indemnity and release is a full indemnity and release covering not only the liability but also the reasonable attorney's fees and costs incurred in defending such claims.

CHILDREN: All minors must be on a Family Membership or Rental Membership to use permitted parts of the Club. Parents and/or adult supervisors are responsible for the conduct and safety of minors at all times. Children age 16 or under may not use any of the fitness equipment located in the gym, even if accompanied by an adult. Children age 14 and under may not use the saunas or whirlpool, even if accompanied by an adult. Male children age 4 and over may not be in the ladies' locker room at any time and no female children of any age may be in the mens' locker room at any time.

SMOKING: Smoking or use of any tobacco product is not permitted in the Club or on the premises.

DROPPING OF WEIGHTS and LEAVING FREE WEIGHTS ON FLOOR will not be tolerated and you agree to pay for damage caused from any careless use of equipment or facilities or dropping of weights by you, your family, guests and/or lessees.

POOL, SAUNA & WHIRLPOOL: In addition to what is stated herein, you agree to adhere to all posted signs at the Club, including but not limited to signs regarding the use of the pool, sauna and whirlpool. You understand that the Saunas are considered DRY SAUNAS and putting water on the coals is not permitted as it will damage the unit.

SAFETY: You understand that if you have a history of heart disease or any other medical condition that could be affected by use of the facilities at the Club, you should consult a physician before utilizing the facility. You further understand that if you are not feeling well, you should not exercise or use the sauna, pool, or whirlpool, and that you should stop exercising if you ever feel dizzy, overheated, or short of breath. You will not use equipment that you are unfamiliar with. You also understand that it is not advisable to remain in the sauna or whirlpool for more than 12 minutes total and pregnant women should seek the advice of their physician before using any of the facilities at the Club including, but not limited to the sauna or whirlpool.

CLOTHING: Conventional exercise attire (i.e. tee-shirt, shorts, sweats, sneakers) is required in the equipment work-out areas. Cut offs, torn shirts, work boots, and street shoes are not considered proper attire. Proper bathing suits appropriate for a family resort are required in the pool, whirlpool, and co-ed sauna facilities.

HYGIENE: Carry a towel during work-outs to wipe perspiration from the upholstery. No shaving is allowed except at vanities. Members using the pool and whirlpool are required to soap and shower before entering these facilities. Shower shoes are recommended in locker rooms. Members shall properly dispose of any litter and trash, and no debris or articles of clothing shall be left at the Club. No overnight storage in lockers is permitted and no gym bags are allowed on the floor of the fitness area.

GYM COURTESY: Use circuit equipment in the numbered sequence. Do not break in ahead of others during their workout. Do single sets when others are waiting. Limit use of cardiovascular equipment to 30 minutes when others are waiting. Strip weights from machines when through. Pick up and return weights to their proper place. Any conduct which unreasonably interferes with the use or enjoyment of the fitness center or the equipment by other persons, or disrupts or interferes with normal, safe, orderly, and efficient operation of the Club or the equipment, is strictly prohibited. Personal radios, tape recorders, or other similar equipment may not be used without headphones. Members are expected to immediately notify building management in the event they discover any unsafe or hazardous condition at the Club, including broken or damaged equipment, the sickness or injury of a guest, fire, or any other condition at the Club that could affect the safety and well-being of Members. The Club is also happy to hear any feedback or suggestions concerning your experience—both positive and negative.

FOOD AND BEVERAGES: Food and beverages are prohibited in the Club with the exception of water or energy type drinks contained in single serving, plastic containers.

SOLICITATIONS AND PETITIONS: Solicitations for the sale of any product, service, or charitable contribution, and petitions of any kind are strictly prohibited at the Club.

THE CLUB HAS THE FINAL SAY: The Club, in its sole discretion, reserves the right to revoke or terminate any Membership and evict anyone from Club facilities if we believe the Club rules and regulations or any terms contained in this Agreement have not been properly followed.

WAIVER & RELEASE OF LIABILITY: I, the Member, agree and represent that all exercises and use of all Club facilities shall be undertaken at my own risk, that I am in good physical condition and physically able to undertake any and all physical exercises and activities provided by the Club. I understand and agree that Club and its Owner will not provide any instruction or direction regarding the use of the equipment and that I will not use any equipment with which I am not thoroughly familiar and which I do not know how to operate. I understand that the Club and its Owner may make available, upon request, materials supplied by the manufacturer or lessor of such equipment, but that the Club and its Owner is not required to maintain or provide such materials nor are they responsible for any information contained therein. I agree that the Owner will not be held liable or responsible in any way for the contents of or any omissions from such materials.

I understand that the risks associated with my participation in exercise include, but are not limited to, abnormal blood pressure and heart rate, fainting and heart attack. I acknowledge that it is my responsibility to obtain a medical examination prior to utilizing any of the equipment in the Club. I acknowledge that I have received and read a copy of the Rules and Regulations and the other provisions contained in this Agreement and I agree that I will fully comply with the terms contained herein, including the Rules and Regulations as they may be amended from time to time.

I agree that the Club, its Owners, and/or any affiliated parties or companies and/or their respective agents and employees shall not be held liable or responsible in any way should I or any Member of my family, lessees or guests be injured while using the facilities at the Club including any equipment or materials located therein, regardless of whether such injuries are caused by or resulted from any negligence on the part of the Club or its Owner. I agree that the Club, its Owners, and/or any affiliated parties or companies and/or their respective agents and employees, shall not be liable for any claims, demands, actions or causes of action, whatsoever, to me, my family, my lessees, my guests or to any property belonging to me, my family, my lessees, or guests arising out of or connected with the use of any of the services and/or facilities of the Club, its Owners, and any of the affiliated parties or companies and/or their respective agents and employees or the premises where the same are located, and I hereby expressly forever release and discharge the Club, its Owners, and any affiliated parties and companies and their respective agents and employees, from all such claims, demands, injuries, damages, actions, or causes of action. I also agree to indemnify the Club and its Owner from any lawsuits, claims, damages, including costs and attorney's fees, incurred as a result of or in connection with my use of the Club and I understand that the Club and its Owner are relying upon my covenants contained herein in permitting me to use the Club and the facilities and equipment located therein.

I further understand that if I purchased a Family Membership, a Rental Membership, or any other Membership where I am permitted to allow others to use my Membership, I am responsible for explaining the terms contained in this Agreement, including the terms of this Waiver & Release of Liability, and the fact that they are bound by these terms and conditions. I also understand and will alert them that by using the facilities at the Club under my Membership, they will be deemed to have read the Agreement, consented to the

terms herein, and ratified and adopted my signature as if they in fact they signed the Agreement personally. I further agree to indemnify and hold harmless the Club, its Owners, and any affiliated parties or companies and/or their respective agents and employees from any and all claims asserted by a family member, lessee and/or guest using my Membership to the Club, and this indemnity and release is a full indemnity and release covering not only the liability but also the reasonable attorney's fees and costs incurred in defending such claims.

Under this agreement, no payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the Club ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

The Club, its Owner, and the agents and employees of both shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of any Members. The Club reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions at any time as it may deem necessary for the proper management of the Club. The Club shall have the right to change, remove, move, eliminate, add to or modify equipment and the design of the Club in any manner and at any time deemed necessary by Club management.

I hereby acknowledge that the Club, its Owner, employees and/or agents have made no representations or warranties with respect to the condition, use or maintenance of the Club and the equipment therein is used at the sole risk of the Member.

Member Signature Date

Club Representative Date