

## **Courthouse Agreement**

Courthouse Club Fitness, hereinafter "Courthouse", offers access to facilities and/or programs administered by Courthouse, to the person(s) designated herein. Such access shall be referred to herein generally as "Membership", and the individual(s) receiving access shall be referred to herein as "Member".

If Member is under the age of 18, the parent or legal guardian of the person applying for Membership authorizes and accepts responsibility for the terms of Membership stated herein, and all subsequent changes in Membership services. And where hereinafter applicable, the term "Member" shall apply jointly to the person participating in a program or receiving access to Courthouse facilities and the authorizing parent or legal guardian.

The terms and conditions of Membership include those cited herein, those set forth in the Membership Policies page found on the Courthouse website, and those promulgated from time to time by Courthouse management.

Membership may include one service or many, as designated herein. Courthouse shall provide a written description of all services authorized by Member, including all fees associated with each service and the terms of payment. Member accepts responsibility for payment of fees and the terms of payment for all services Member authorizes herein. Member must authorize in writing all subsequent modifications to services.

Member may also authorize in writing to accept payment responsibility for charges assessed to other specified members. Charges by such specified other members will be the responsibility of Member in accordance with this Membership agreement.

## **Conditions of Membership**

All applications for membership are subject to approval by Courthouse, which shall have sole discretion to approve or reject applications for any lawful reason whatsoever. It is intended that this Agreement comply with all applicable laws and regulations and, to the extent any provision be unlawful, that the rest of the agreement remain in full force and effect. No subsequent modification of this Agreement may be made except in writing and agreed to by all parties.

As it deems necessary, Courthouse may increase the rate for all month-to-month memberships and services.

All fees are due and payable by the 15th of the month of invoice. To avoid late payment charges, payments due must be received in full in the Courthouse corporate office by the 15th. If Member's account becomes 45 or more days past due, Courthouse may proceed with collection of the total outstanding sums due and owing, including, but not limited to, accelerating the remaining balance of the all fees due through their Obligation Date, as well as any fees for returned checks or electronic fund transfers, and late charges. Should collection procedures become necessary, Member shall pay all attorney and collection fees and costs. Membership privileges will be suspended when an account becomes 30 days past due. Membership privileges will be restored when account balances, plus any late charges, are paid in full. Member is responsible for all Membership fees which accumulate until account is paid or Membership is terminated.

## **Description Of Services**

Member has reviewed a written description of the services provided by Courthouse, including current Membership Policies. Member has specifically reviewed policy statements regarding 1) Oregon law governing health clubs; 2) Commitment Period; 3) Waiver of Liability; 4) Account status changes.

Membership Policies may be updated from time to time and are available for review on the Courthouse website; courthousefit.com/policies.