

CRESCO FITNESS CENTER TICKET AGREEMENT

_____ processed check-in
_____ processed acting

Complete ALL information specific to your ticket, sign at the bottom and initial the boxes on the back.

Name, Last: _____ First: _____ Birth date: _____ Cell Phone _____

Name, Last: _____ First: _____ Birth date: _____ Cell Phone _____
(Spouse or Significant Other)

Address: _____ City/State/Zip code: _____

Email: _____ Land Phone _____

Employer: _____ Business Address: _____ Phone: _____

Employer(spouse): _____ Business Address: _____ Phone: _____

Dependents: Name: _____ Birth date: _____ Grade: _____

Emergency Contact Name (Other than Above): _____ Phone: _____

List Medical Info. you want the CFC staff to know: _____

Ticket Type: _____ Individual Ticket Time: _____ 24 Months
_____ Couple _____ 12 Months
_____ Family _____ 6 Months
_____ Student _____ 3 Months
_____ Walker's Club Individual
_____ Walker's Club Couple

Payment Plan: _____ Lump Sum - one time payment
_____ Monthly - Credit Card must use GovPayNet online payment program (adds processing fees)*
_____ Monthly - Automatic withdrawal from checking account * paperwork in the safe _____
_____ Participating Business Account - Business Name: _____ fax/email _____

Agreement period from _____ to _____

In consideration of the services provided, during the agreement period as chosen above, the Ticket Holder agrees to pay as follows:

Lump Sum / Monthly Fee \$ _____

Prorate Amount / Other Fees \$ _____

Initial Processing Fee \$ _____ 5.00 _____

Total Amount Due \$ _____ Cash/Check in Safe _____ CCard Receipt Attached _____

*Monthly Installments of the present-day rate: Ticket Holder agrees to pay CFC the prorate portion of the current month plus the next month. Thereafter payments are executed by the last day of the month, reflecting next month's dues until written notification of cancellation.

LIABILITY FOR USE OF FACILITY: Member assumes the risk of physical activity with his own physical condition and acknowledges that he has received advice from his doctor that he is capable of physical activity such as that provided or that he will seek advice or that he assumes the risk of proceeding without such notice. Member further acknowledges that he has been informed that if he has a history of heart disease that he should consult a physician before proceeding with this agreement. Member does hereby waive, release, and forever discharge Cresco Fitness Center, its employees, and the City of Cresco, and all others from any and all responsibilities or liability for injuries, illnesses, damages resulting from participation, or loss of personal property in any CFC activities or my use of equipment or machinery at CFC whether indoors, outdoors, supervised, or unsupervised.

Signature: _____ Date: _____
(Ticket Holder and/or Parent-Guardian)

Notice to Buyer: Do Not sign this Contract until you read it. Do Not sign this Contract if it contains blank spaces.
FITNESS CENTER USAGE IS ONLY ALLOWED FOR THOSE PERSONS LISTED ON THIS AGREEMENT.
NO ONE ELSE MAY CHECK-IN UNDER YOUR NAME BUT YOU.

Initial each of the following boxes to signify you have read and understood the terms.

RULES AND REGULATIONS

Member acknowledges that they have received a copy of the Rules and Regulations of Cresco Fitness Center (CFC) governing the rules and regulations of the use of Cresco Fitness Center.

CONSENT TO MEDIA

I am consenting to the use or reproduction of myself and/or my family's likeness, name, artwork, design or creation on any promotional materials, schedules, rosters or other printed or electronic media, including dissemination by electronic means.

LATE FEES AND REJOINING FEE

All monthly installments are due and payable on the 20th of each month unless prepaid. Member agrees that if the full monthly installment is not received within 5 days of the due date, to pay a late fee of \$5.00. A re-joining fee of \$20.00 and any delinquencies associated with continued usage will be applied to any person or entity whose account was cancelled due to delinquent payments and is now reapplying for a new membership.

TERMINATION OF AGREEMENT

1. Evidence of Total or Permanent Disability or Death of Member: Should Member become totally or permanently disabled or die during the term of this agreement as evidence by letter from his physician of such disabilities which would preclude the use of CFC facilities, or a certification of death, this agreement will be terminated as of the date of such disability or death.
2. Relocation of Member: Should Member move his residence during the term of this agreement to an area outside of a thirty-five mile radius of CFC he may terminate this agreement not earlier than 30 days in advance of relocation without penalty provided he has made all previous installments and provides written proof in advance of such relocation.
3. Default in Payment of Monthly Installments: Failure to pay any monthly installments within 10 days of its due date shall render, at the option of CFC, the entire balance due and payable immediately without further notice of demand. CFC shall be entitled to all costs of collection, including reasonable attorney's fees and late fees, in the event of any default hereunder. Waiver of any default of Member's obligations under this agreement shall not be deemed a waiver of any other default.
4. This agreement is governed by the laws of the State of Iowa. CFC makes no warranties or guarantees as to use of CFC facilities. This agreement represents the entire agreement between parties.

BUYER'S RIGHT TO CANCEL date: same as starting date of TA

Buyer may cancel this transaction within three business days from the above date. If you cancel, any payments made by you under the contract, less \$20.00, and any negotiable instrument executed by you will be returned with-in forty-five days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. After you cancel, the physical exercise club may request the return of all contracts, membership cards, and other documents or evidence of membership. To cancel this transaction, send, or deliver a signed and dated copy of the cancellation notice or any other written notice by mail or in person sign original TA that is filed at the CFC.

I hereby cancel this transaction. Date:

Buyer's Signature

The prorate portion of the current month is based on the following formulas:

- _____ Yearly ticket fee X .0027777 X _____ number of days left in the month = _____ prorate portion
- _____ 6 month ticket fee X 2 X .0027777 X _____ number of days left in the month = _____ prorate portion
- _____ 3 month ticket fee X 4 X .0027777 X _____ number of days left in the month = _____ prorate portion

Contact Information:

563-547-3443

fitnesscenter@cityofcresco.com

www.cityofcresco.com, Fitness Center tab