



## Agreement

**Initial signup fee:** \$38

**Monthly Pricing**

Monthly fee: \$38

**Long Term Pricing**

- 3-months (signup fee waived): \$114
- 6-months (signup fee waived and sixth month free): \$190
- 12-months (signup fee waived, and priced at under nine & a quarter months): \$350

For monthly pricing, your credit or debit card will be billed monthly, and it will appear under the name “Dorian Gray Enterprises”.

Payment can be made with cash, check, credit card or debit card. Make check out to **GasLamp Gym**”.

**Other Pricing**

Day Passes	\$5	
Monthly Locker fee	\$2	Locker Number _____
Replace lost door key	\$5	

<b>Name:</b>	
<b>Street Address:</b>	
<b>City:</b>	
<b>State and Zip:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Credit Card Number:</b>	
<b>Card Type (circle)</b>	Visa    MasterCard
<b>Expiration Date:</b>	
<b>CCV (digits on back):</b>	

The Gaslamp Gym is a non-staffed facility, and we trust our members with access to the gym 24 / 7 / 365. With this trust, comes responsibility. Our policies are there in order to maintain a safe, well-equipped and spotlessly clean environment for our members to enjoy.

The Gym is on constant video and audio surveillance for the security and safety of our members. We will review these tapes occasionally, however we do not watch them continuously. We ask all our members to help keep watch of any policy violations. They can be reported anonymously via text message or email, and we will review the video to check for the alleged violation.

After confirming the violation on the video records, violators will be notified of the violation. If it is their first, they will be fined one month membership fee if they wish to continue membership at the gym. 2nd time violators will have their membership revoked. Any member committing a violation which is considered a safety risk for themselves or others will immediately have their membership revoked.

#### **Entrance:**

All guests of members must be 18 years of age or older, complete a waiver, and pay \$5 before they work out. For your convenience, waivers & payment envelopes are located by the office door. Place both the completed waiver and guest payment under the office door. All guests must follow The GasLamp Gym policies as if they were a member. Any guest found in violation of a policy will have their guest privileges at the Gym revoked, and the member they accompanied will also be held in violation.

Do not open the door for others, even if you have seen them in the gym before. They may have had their membership revoked, and you are not aware of the situation.

Every person entering the gym must use their electronic key.

#### **Dress Code:**

You must have a pair of clean workout athletic shoes (sneakers) for use in the gym. Street shoes may only be worn on the tile area, must be removed upon further entrance into the gym, and placed in the street shoe bins.

No clothing that may cause damage to the equipment may be worn. For example, boots, jeans, pants with buttons, zippers, buckles, rivets, etc.

Change of attire must occur within the bathrooms / shower rooms. Shirts and shorts must be worn in public areas at all times.

Jewelry should not present a danger to safety, or possible damage to equipment. Necklaces must be kept under the shirt. No earrings larger than a quarter.

#### **Food:**

No eating, gum chewing, chewing tobacco, smoking allowed in the facility.

Beverages: There is a water fountain in the gym. All other beverages (sports drinks, juices, protein shakes, etc.) must be kept in a closed plastic container and at a safe distance away from the cardio machines. There is a small refrigerator to keep beverages cold. Please remove your beverage before you leave; otherwise, it will be discarded.

No alcoholic beverages are allowed.

#### **Equipment:**

You must wipe down the equipment to remove any perspiration that you may have left on the equipment. There are spray bottles, toweling, and wastebaskets all throughout The Gym for that purpose. Do not drop weights, or allow machine plates to slam down. Perform controlled reps that you can handle. No weightlifting chalk. There is a 30-minute time limit on cardio or strength machines when there is a wait.

Weight collars, pins, clips & Smith machine safety hooks must be used.

Re-rack all weights/plates to their designated storage areas. Return benches to their original position.

#### **Bathrooms / Shower Rooms/Toweling**

Please clean up after yourself, throw things away into the garbage, and flush the toilet. Place used towels in the hamper all the way, and do not use them for wiping down shower floors (as they may collect stains that cannot be removed). It is as simple as that.

**Environment:** We strive to have this facility be a quiet, calming place for those who wish to escape the daily grind.

Headphones must be used at all times on the televisions and your portable music players.

No loud, abusive language, excessive grunting, yelling, etc.

While members are certainly allowed to converse and be cordial with each other, it should be understood some members are here to workout and wind down in a relaxed environment, and may not be interested in getting "chatted up" during their time in the gym. Men, please be conscious of the fact that women you do not know may not feel comfortable with advances on your part in an unstaffed gym. Please be courteous.

### **Canceling membership**

Simply notify us before the first of the month and we will cancel your membership, provided you are paying month to month. If you notify on the first or after, you will have to finish out the month as we don't bill for partial months after your initial month.

### **Contact**

Our preferred method of contact is email. You may text or call, but please do so only during regular business hours (Monday to Friday, 8:30 to 5:30), or emergencies outside of those times. Please don't hesitate to contact me with any questions, suggestions, or comments.

[Brian@GasLampGym.com](mailto:Brian@GasLampGym.com)

Mailing Address:

GasLamp Gym

PO Box 157

Greene, NY 13778

607-743-0359

You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be **no supervision or assistance**. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We **HIGHLY** recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. **Initial** \_\_\_\_\_

Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property. **Initial** \_\_\_\_\_

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial** \_\_\_\_\_

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability**. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for negligence, personal injury or property damage. **Initial** \_\_\_\_\_

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force. Nothing herein shall be deemed a waiver of your right to any claims or defenses against Gas Lamp Gym as provided under New York General Business Law 623(3). Nothing herein exempts Gas Lamp Gym from liability for damages caused by Gas Lamp Gym's negligence."

#### 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 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.

#### THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS

You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risks to you. Read this notice carefully before making a decision.

New York State law requires certain health clubs to post a bond or other financial security to protect members in the event the club closes. This club is exempt from this requirement since it gives members the option of paying on an installment basis, therefore it need not post a bond or other form of financial security.

In deciding whether to make your payments on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet its financial obligations to members.

CONSUMERS RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THIS DATE. Notice of Cancellation shall be in writing, subscribed by the buyer and mailed by registered or certified United States mail to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the buyer. All moneys paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days.

#### ADDITIONAL RIGHTS TO CANCELLATION:

You may also cancel this contract for any of the following reasons:

If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months.

If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.

If you move your residence more than twenty-five miles from any health club operated by seller.

If the services cease to be offered as stated in the contract.

If a buyer exercises the additional right to cancel above, all moneys paid pursuant to such contract cancelled for the reasons set forth above, shall be refunded within fifteen days of receipt of such notice of cancellation; provided however that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days.

I have read, understand and agree to the above

Member/Guest: \_\_\_\_\_

Date: \_\_\_\_\_