

**FITNESS CENTER AGREEMENT**

In consideration of the promises of the undersigned ("Member") and the payment of the membership fees provided herein, Commercial Logistics Corporation ("WTS Fitness Center"), P. O. Box 766, Jeffersonville, Indiana 47131-0766, hereby grants permission, revocable and terminable as hereinafter provided to Member and any Affiliate Member (as herein defined) to use the fitness center of WTS Fitness Center located at Water Tower Square, Clarksville, Indiana (the "Facility"), all on the terms and conditions set forth herein.

1. The Term of this Agreement is for a period of Three (3) months beginning \_\_\_\_\_, 20\_\_\_\_ and terminating \_\_\_\_\_, 20\_\_\_\_. After said termination date, Agreement will remain in full force and effect until WTS Fitness Center has received written notification from Member to terminate.

2. The permission granted to Member and Affiliate Member to use the Facility is not exclusive.

3. The Member and any Affiliate Member shall, at all times, abide by the Rules and Regulations of use posted at the Facility which may be changed from time to time without prior notice by WTS Fitness Center and without the consent of Member or any Affiliate Member. The Rules and Regulations shall not, by implication or otherwise, amend, modify, replace or void any provision of this Agreement or of any Release of Claims signed by Member or any Affiliate Member.

4. The membership fee which Member agrees to pay to WTS Fitness Center for Member's use of the Facility and the equipment located therein for the term of this Agreement is \$ \_\_\_\_\_ (the "Membership Fee"). This fee allows use of the Facility only by Member and does not allow use by guests of Member, temporary or otherwise.

5. The term "Affiliate Member" or "Affiliate Members" shall mean \_\_\_\_\_ in number of employees or associates of Member who shall also have rights to use of the Facility subject to the terms and conditions of this Agreement. The fee which Member agrees to pay to WTS Fitness Center for the above number of Affiliate Members for the term of this Agreement is \$ \_\_\_\_\_ ("Aggregate Affiliate Members Fee"). The Member has given WTS Fitness Center the names of all Affiliate Members which shall be allowed use of the Facility under this Agreement. The Member may, from time to time but not more frequently than monthly, provide WTS Fitness Center with an amended list of Affiliate Members showing an effective date for the updated list. Only those Affiliate Members shown on the then current list shall be entitled to use the Facility. The list of Affiliate Members shall never exceed the number of Affiliate Members provided for in this paragraph. Affiliate Members shall not permit guests to accompany them at the Facility.

6. The Membership Fee and any Aggregate Affiliate Members Fee may be paid by Member in equal consecutive monthly installments of \$ \_\_\_\_\_ each commencing on the 1<sup>st</sup> day of the month following the date of this Agreement, payable in advance without notice or demand on the 1<sup>st</sup> day of the month. Fees for the first and last month of this Agreement shall be prorated if necessary. Failure of Member to pay all or any portion of a Membership Fee or Aggregate Affiliate Members Fee on or before the due date shall constitute a default by Member under this Agreement and WTS Fitness Center shall have the rights provided for herein for such default.

7. The use rights granted herein shall not be assignable by Member in whole or in part.

8. Each Member and Affiliate Member shall sign and deliver to WTS Fitness Center a "Release of All Claims" form prior to such person's initial use of the Facility. Member has examined a blank form of such release and agrees to the use of such form in connection with this Agreement.

**9. This Agreement may be cancelled by Member, without cause, before midnight of the third day after the date this Agreement is signed by Member by written notice in any form delivered in person or mailed by certified or registered mail to WTS Fitness Center at the address above stated. The notice must be accompanied by all membership cards, if any, previously delivered to Member and Affiliate Members. Any prepaid fees shall be refunded to Member within thirty (30) days of receipt of notice of cancellation.**

**10. The Member may cancel this Agreement as to itself or an Affiliate Member in the event of death or total physical disability for the duration of the term. The Member may cancel this Agreement in whole if: (1) the Facility is moved to a location that is more than 5 miles from its current location or (2) the Facility is no longer available for use as provided in this Agreement because of permanent discontinuance of operation. If this Agreement is so cancelled, WTS Fitness Center is entitled to retain fees paid in advance prorated to the date of cancellation plus reimbursement for expenses incurred not to exceed 25% of the total Agreement price. If Member has executed any credit or loan Agreement to pay all or part of the fees provided for herein, that Agreement shall also be cancelled and returned to Member within thirty (30) days.**

11. The Member and any Affiliate Members shall not remove, disable or damage any part of the Facility or any equipment therein.

12. In the event that Member or an Affiliate Member defaults under the terms of this Agreement, fails to abide by the Rules and Regulations of the Facility or fails to sign and deliver a Release form as provided for in this Agreement, then WTS Fitness Center may immediately cancel this Agreement without advance notice and prohibit access to the Facility by Member and all Affiliate Members and thereafter pursue all other legal and/or equitable remedies against Member and/or Affiliate Members including reimbursement of all litigation expenses and reasonable attorney fees incurred in the enforcement of this Agreement.

13. Time is of the essence of this Agreement. This Agreement shall be governed by the laws of Indiana, and contains the entire agreement between parties. This Agreement shall be amended only in writing and signed by both parties. Verbal statements by WTS Fitness Center, agents or employees shall not be binding and only the terms of this Agreement shall be enforceable by either party against the other party hereto. Subject to the prohibition of assignment by Member and Affiliate Members, this Agreement shall be binding upon the heirs, successors and assigns of the parties. The parties waive trial by jury as to all issues arising out of or related to this Agreement and agree that any litigation between the parties shall be commenced in Clark County, Indiana.

14. Member acknowledges receipt of a signed copy of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WTS Fitness Center**  
Commercial Logistics Corp.

**Member**

By \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**RELEASE OF ALL CLAIMS**

This Release is given by me (us) in consideration of the access granted to me (us) by Commercial Logistics Corp., dba WTS Fitness Center to use, for the fees charged, the exercise room and exercise equipment located in the WTS Fitness Center in Clarksville, Indiana. I (we) know the risks and dangers involved in my (our) exercising and being present in an exercise room without supervision and I (we) assume all risks of injury, emotional distress and death that may occur to me (us) in connection with my (our) use of the room and equipment. Further, I (we) hereby release and discharge WTS Fitness Center, its agents, employees, and officers, from any and all claims, losses, demands, actions, judgments, and executions which I (we) ever had, now have, or may have, or which my (our) heirs, executors, administrators or assigns may have, or claim to have, against WTS Fitness Center, for all personal injuries, known or unknown, emotional distress, injuries to property and/or death arising out of, caused by, or related to my (our) presence in the exercise room and/or my (our) use of any or all exercise equipment.

In addition, I (we) shall hold WTS Fitness Center, its agents, employees and officers harmless from any and all claims, losses, demands, actions, judgments and executions, including attorney fees, caused by, arising from or related to my (our) use of the exercise room and any equipment.

I (we) understand and agree that WTS Fitness Center may, without cause, terminate my (our) access to use the exercise room and equipment at any time. I (we) understand that I (we) am not allowed to be accompanied by a guest (including non-exercising guests) in the exercise room. I (we) agree to abide by the WTS Fitness Center Rules & Regulations, which may be changed from time to time at the prerogative of management.

**I (WE) HAVE READ THIS RELEASE AND UNDERSTAND ALL OF ITS TERMS. I (WE) EXECUTE THIS RELEASE VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Dated: \_\_\_\_\_ **Client**  
Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
  
Dated: \_\_\_\_\_ **Client**  
Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_

**Authorization Agreement for Pre-Arranged Payments (ACH Debits)**

I hereby authorize WTS Fitness Center to initiate debit entries electronically, by paper means or by any other commercially accepted method to be charged against the checking account of:

Name of  
Client: \_\_\_\_\_  
(as shown on bank records)

Account Number: \_\_\_\_\_ Transit/ABA No. \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
(branch where account is maintained)

(please attach a blank check marked VOID for accuracy)

and to initiate, if necessary, credit entries and adjustments for any debit entry in error, to my (our) account indicated above and the Depository (WTS Fitness Center) to debit the same to such account. This authorization is for \$\_\_\_\_\_ per month for a minimum of three months; and a variance not to exceed \$10.00 per month. I (We) understand that the entry will occur on or around the first of each month.

This authority is to remain in full force and effect until WTS Fitness Center has received written notification from me (either of us) of its termination in such time and in such manner as to afford WTS Fitness Center a reasonable opportunity to act on it, but in no event will it occur later than 5 business days prior to the scheduled date of the next transaction. I (We) must confirm any oral notification in writing fourteen (14) days after it was made or it ceases to be binding.

The debit entry on your bank statement will constitute receipts for payment of the charges. If a debit entry is refused payment by the bank for any reason, other than an error in drawing, it will be determined that payment of charges was not tendered by the Client and access privileges will be terminated. In the event of an erroneous charge to the account, I (We) will send written notice to WTS Fitness Center within 60 days of the first statement of account on which the error appeared.

Client Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Client Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone (work): \_\_\_\_\_ (home): \_\_\_\_\_