



Hoplite Community Fitness

2275 Riley Rd, Suite #3

Sparta, WI 54656-1579

Membership Contract

1. **MEMBERSHIP JOINING FEES & DUES.** A \$15 joining fee with each membership and the first 2-weeks of dues are to be paid at joining:
 - **Hoplite Basic Membership** \$15.99/week – cancel anytime **\$46.98 due at joining; then \$31.98 bi-monthly**
 - **Hoplite Plus Membership** \$21.99/week – 6 mo. commit **\$58.98 due at joining; then \$43.98 bi-monthly**
 - **Hoplite VIP Membership** \$27.99/week – 6 mo. commit **\$70.98 due at joining; then \$55.98 bi-monthly**
2. **INDIVIDUAL TRAINING JOINING FEES & DUES.** A joining fee does NOT apply to individual training sessions. The first 1 week of dues are to be paid in full at joining.
 - **1-on-1 Fitness Training: Bronze** \$64.99/week – cancel anytime **\$79.99 due at joining; then \$64.99 weekly**
 - **1-on-1 Fitness Training: Silver** \$79.99/week – cancel anytime **\$94.99 due at joining; then \$79.99 weekly**
 - **1-on-1 Fitness Training: Gold** \$99.99/week – cancel anytime **\$114.99 due at joining; then \$99.99 weekly**
3. **CLASS PUNCH CARD FEES & DUES.** A joining fee does NOT apply to class punch cards. Payment for class punch cards are due in full at joining:
 - **Punch Card (10 Classes)** - \$74.99 – no refunds/cancels **\$74.99 due at joining; eligible to renew**
 - **Punch Card (5 Classes)** - \$45.99 - no refunds/cancels **\$45.99 due at joining; eligible to renew**
4. **FACILITY ENHANCEMENT FEE.** Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) reserves the right to draft a \$19 annual facility enhancement fee for improvements to gym equipment and facilities. I understand my account *may* be drafted annually on or within 30 days from the day and month of my initial membership joining (i.e. initial membership joining on January 1, 2024; facility enhancement fee charged between January 1 and January 31 of 2025). A facility enhancement fee will not apply for persons purchasing Class Punch Cards as listed above.
5. **BILLING FOR MEMBER DUES.** By signing this agreement, I authorize Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) to charge my bank account or credit card, whichever is preferred and specified at date of membership joining, for my weekly dues as selected above. After the indicated minimum membership term as listed above, I understand that the membership will AUTOMATICALLY RENEW ON A BI-WEEKLY BASIS until Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) has received and acknowledged written notice of membership cancellation and to stop charging the account on file. Written notice and acknowledgement of membership cancellation must occur within thirteen (13) days from the next scheduled billing date, otherwise I understand that my account will be charged, in full, for the following 2 weeks.
6. **DATES OF BILLING.** Membership dues will be drafted from the account on a bi-weekly basis, beginning on the date of membership joining. I understand that if I would like to adjust the dates of drafting, I must provide written notification to Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) for review and approval or rejection. I understand that prorated billing will be applied in the event that dates of billing are adjusted.
7. **MEMBERSHIP LENGTH:** This membership contract will remain in full effect for 1 year from the date of joining. Membership contracts will be automatically renewed for an additional year, on an annual basis, with the same terms as listed in this contract, unless written notice of cancellation is provided.
8. **CANCELLATION AND REFUNDS.**
 - a. **Right to Cancel.** You are permitted to cancel this contract until midnight of the 3rd operating day after the date on which you signed the contract. If the facilities or services that are described in the contract are not available at the time you sign the contract, you have until midnight of the 3rd operating day after

the day on which you received notice of their availability, to cancel the contract. If within this time period you decide you want to cancel this contract, you may do so by notifying Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) by any writing mailed or delivered to the address shown on this contract, within the previously described time period. If you do so cancel, any payments made by you, less a user fee of no more than \$3 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) and arrangements will be made to relieve you of any further obligation to pay the same.

b. Refunds.

- i. *Hoplite Basic Membership:*** Membership dues are prepaid on a bi-weekly basis for the following 2 weeks of services and/or facility use. This membership agreement may be cancelled with written notice, at any time, within thirteen (13) days from the next scheduled billing date, otherwise the account will be charged, in full, for the following 2 weeks. You have the right to cancel the agreement and receive a refund for your payment, minus the daily prorated amount for any days of use of the facility or services. No additional cancellation fee will be applied for this plan.
- ii. *Hoplite Plus Membership and Hoplite VIP Membership:*** Membership dues are prepaid on a bi-weekly basis for the following 2 weeks of services and/or facility use. Members who cancel their membership within 6 months of the date of signing this contract will be required to pay a cancellation fee equivalent to 6 months of payment at full rate minus the amount already paid.
- iii. *Class Punch Cards:*** Class Punch Cards are non-refundable and non-modifiable. Written requests for extensions for timeline of use of the punch card (i.e. extending from 60 days of expiration to 90 days of expiration) may be made to Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness), and any adjustments to timeline of use of the punch card is at sole discretion of Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness). Punch cards are non-transferrable.
- iv. *Individual Fitness Training:*** Individual Fitness Training dues are prepaid on a weekly basis for the following 1 week of services and/or facility use. This membership agreement may be cancelled with written notice, at any time, within six (6) days from the next scheduled billing date, otherwise the account will be charged, in full, for the following 1 week. You have the right to cancel the agreement and receive a refund for your payment, minus the daily prorated amount for any days of use of the facility or services. No additional cancellation fee will be applied for this plan.

c. *Death or Disability.* If you are unable to make use of or receive the services contracted for because of death or disability, you are liable for only that portion of the total consideration proportional to the elapsed time portion of the contract at the time of the death or disability.

d. *Facility Closure or Service Termination.* If any of the facilities or services described in this contract become unavailable or are no longer fully operational, before full receipt of the services and use of facilities for which you are contracted, you are liable for only that portion of the total consideration proportional to the elapsed time portion of the contract at the time of the unavailability. You are entitled to a refund of any other funds already paid.

9. MEMBER OBLIGATION. Members are responsible for the timely payment of all membership dues. Failure to use the membership and utilize the facilities, which are continuously made available to the member, does not relieve the member of responsibility of payment. A \$10 service charge will be added to the member account each month to payments delinquent by over 10 days. Memberships will be suspended if payment is not received in full, including any service charges accrued, within 30 days past-due.

10. CHILDREN & GUEST POLICY.

a. *Children.* Children or legal dependents must have an active membership to utilize the facilities or equipment. Children or legal dependents under the age of 15 must be accompanied by an adult

member, at all times if present in the facilities, and are the sole responsibility of the adult member, who must be a legal guardian. Children between the ages of 16 and 18 may be present in the facilities without legal guardian supervision, with prior written consent from the legal guardian.

- b. Guests.** Guests are permitted to utilize facilities for a \$20 drop-in fee, which may be utilized during any programs, classes, or open gym times. Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) reserves the right to refuse admission to any person. Guests are required to provide proof of identity with valid ID, as well as sign a Release of Liability waiver legibly. Guests under the age of 18 must be accompanied by an adult member.

11. SMOKING, ALCOHOL, & DRUG POLICY. Smoking, use of tobacco, or use of vaping products is not permitted in the facility or on the premises. Consumption of alcohol, or being under the influence of alcohol, is not permitted in the facility or on the premises. Use of illegal drugs or banned substances is not permitted in the facility or on the premises. Individuals suspected of, or knowingly breaking this rule, will be asked to leave the premises, and the proper authorities may be contacted to protect the safety of the patrons.

12. SAFETY. Individuals utilizing the facilities or equipment must be able to participate fully in physical activity and exercise without danger to their own personal health. Individuals are encouraged to seek medical advice and clearance for physical activity or exercise from a trusted healthcare provider prior to participating in physical activity or exercise. Stop exercising if you are dizzy, overheated, short of breath, experience chest pains, or experience changes in your thinking. Do not use equipment you are unfamiliar with, and ask staff if you have any questions on proper use of equipment. Please keep the exercise floor clear of obstructions, and ensure ADA accessible pathways for wheelchair users or individuals with mobility impairments at all times. Wet surfaces may be present from time to time due to cleaning of the floor or equipment, so please use caution. Shower shoes are recommended if utilizing showers in the locker rooms. Please advise staff of any suspected, or known, defects to equipment or facilities immediately.

13. HYGIENE. Wiping down and/or cleaning of equipment after each use is required for all persons utilizing the facility. Members utilizing storage lockers are responsible for proper hygiene of the contents in their locker. Personal materials or contents that are soiled, produce a strong odor, or otherwise cause concern from other patrons will be removed from the exercise area and/or discarded.

I, the member, or legal guardian on behalf of the member, understand and agree to the terms of this Membership Contract in full, and I have been given a copy of this signed agreement. Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness) obligates itself to furnish me with competent instructors, on-site supervision during hours of operation, and suitable facilities for physical exercise or other services as agreed upon in this contract. I, the member, agree that I am physically able to participate in physical activity or exercise as provided by Adapt Physical Therapy & Fitness LLC (DBA Hoplite Community Fitness). I, the member, agree to faithfully comply with all the rules and regulations of the fitness center as outlined in this contract, or those posted within the facility. This is the entire Membership Contract between the parties and no oral statements may modify this agreement. By signing, I accept and agree to the terms and conditions set forth within this contract.

Name of Participant:

Date:

Signature of Participant (or Legal Guardian if Participant is minor or legal dependent)