



4800 NE Belknap Court, Hillsboro, OR 97124
503-640-6404 | www.hfac.com

OFFICE USE ONLY

Accepted by _____
Start Date _____
Type of Membership _____

Hawthorn Farm Athletic Club (HFAC) offers the use of its facilities to the undersigned, (Primary Member), for the duration of membership. Primary Member accepts responsibility for all fees and charges applied to this account, whether authorized by him/herself or other persons also named as members on this account. This includes a non-refundable Membership Fee and the applicable monthly dues, payable monthly in advance.

PLEASE PRINT

Primary Member _____ M F
(First name) (Last name) (Drivers License #) (Birth date)

Address _____ **City** _____ **Zip** _____

Home Phone _____ **Cell Phone** _____ **E-mail Address** _____

Employer _____ **Phone** _____

Secondary Member _____ M F
(First name) (Last name) (Drivers License #) (Birth date)

Secondary's Cell Phone _____ **Secondary's E-mail Address** _____

Family Membership only - Dependant children, Must be unmarried & under the age of 23 to be eligible.

Name _____ **DOB** _____ M F

Name _____ **DOB** _____ M F

Name _____ **DOB** _____ M F

Name _____ **DOB** _____ M F

Membership Information – Please Check Membership Type:

Individual Individual+Children Mature Individual Couple Couple+Children Mature Couple

VOIDED CHECK REQUIRED

Authorization for Electronic Funds Transfer

I (We) hereby authorize Hawthorn Farm Athletic Club, hereinafter called the CLUB, to initiate debit entries into my (our) account at the financial institution named below, hereinafter called the BANK.

This authority is to remain in full force and effect until the CLUB and the BANK have received written notification from me (us) of termination in such a time and in such a manner as to afford the CLUB and the BANK a reasonable opportunity to act on it.

A VOIDED CHECK MUST ACCOMPANY THIS COMPLETED FORM.

Name(s): _____ **Date:** _____

Signed: _____ **Signed:** _____

- I have had an opportunity to review and sign the Club Rules & Regulations (separate form): _____ (Please Initial)
- I understand, should I choose not to participate in the Electronic Funds Transfer method of payment, I will be paying a bookkeeping charge of \$5 per month: _____ (Please Initial)
- Hawthorn Farm Athletic Club is not responsible for lost or stolen personal property: _____ (Please Initial)
- Any member, guest or other person who in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned or operated by the Club, or who engages in any contest, game, function, exercises, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk, and shall hold the Club, it's owners, employer, representatives and agents harmless from any loss, cost, claim, injury, damage, all liability, sustained or incurred by him or her resulting therefrom, and/or resulting from any act of any owner, employer, representative or agent of the Club: _____ (Please Initial)

Other Key Policies

I understand HFAC's billing and payment policies. I understand HFAC's child supervision and guest policies.

I understand that I may terminate my membership only after written notification is received by HFAC on a Club Cancellation Form. Notification must be received by the 20th in order to make termination effective at the end of the month in which notification is given. If received after the 20th, Primary Member shall pay for the following month's dues and membership shall be terminated at the end of that month.

I have read this agreement, both front and back pages, in full. I hereby acknowledge that this agreement and HFAC's posted member policies constitutes the entire understanding of the parties, and that no other understanding or agreement exists between us and that HFAC has made no expressed or implied warranties or representations, other than those set forth herein.

Primary Member's Signature _____ Date _____ Club Representative _____ Date _____

Signature of Parent/Guardian as Guarantor _____ Date _____

Membership Fee – Received: \$ _____

Preferred payment method: Credit Card – Check # _____

ADDENDUM to the Membership Agreement form for Hawthorn Farm Athletic Club (HFAC).

1. **Rights of Membership & Services Provided:** Subject to the terms of this Agreement, Member shall have the right to use and enjoy certain facilities corresponding to his/her Membership Type, and for his/her Membership Fees and Dues, Member may use and enjoy facilities and services of HFAC (the Club), generally including gymnasium courts, pool, cardio rooms, weight rooms, group fitness studio, locker rooms, towel service, and social areas. For a separate fee not otherwise specified in this Agreement, Member may also use and enjoy additional facilities and services, generally including but not limited to child care, personal Spa services, personal lockers, laundry service, fitness assessment, and personal training. The Club shall employ qualified staff to operate programs and maintain services in the Club's facilities. The Club reserves the right to limit and modify its facilities, services, and programs as deemed necessary by the Club Management.
2. **Membership Types:** This agreement governs several Membership Types. A Membership Type is a function of both the Member Type and the Fee Type. Member Types are defined in Section 3 and Fee Types are defined in Section 4. Member acknowledges receipt of the current Written Rate and Fee Structure for Membership Types either prior to or at the time of signing this Agreement.
3. **Member Types:** The current Member Types are defined below. A Member may upgrade his/her membership by paying the difference between the current joining fee for his/her Member Type and the current joining fee for the upgraded Member Type. If a Member downgrades his/her member type, but subsequently upgrades back to the original Member Type, he/she pays only the then-current dues.
 - 3.1 **Individual Member:** One person age 18 or over.
 - 3.2 **Couple Member:** Two people age 18 or over living in a committed relationship and residing at the same address (proof may be required).
 - 3.3 **Family Member:** Not more than two adults age 23 or over living in a committed relationship plus natural, or legally-adopted children younger than 23 years, all residing at the same address (proof may be required). All children's birth dates must be provided for admittance. Upon turning 23, children must roll over into their own membership accounts and pay full, regular dues (but no additional joining fee).
 - 3.4 **Mature Individual/Couple:** Primary Member must be 65 years of age or over. No additional discounts apply and membership cannot be combined with other membership categories. If multiple categories apply, Mature Membership takes precedence.
 - 3.5 **Guest:** A guest is an individual, who pays the then-current guest fee and provides valid photo identification to accompany a Member not more than two (2) times in any given calendar month to the Club. The Member must remain on site with their guest at all times.
4. **Fee Types:** The current fee types are defined below. The primary member is solely responsible to notify the Club Membership Office of any change in their membership. The Club reserves the right to modify or change the Written Rate and Fee Structure associated with these fee types from time to time.
 - 4.1 **Month to Month:** The Member signs up for a month-to-month membership (which can be canceled upon 30-days prior written notice to the Club, as outlined under the terms of 8.1) and pays his/her dues monthly.
 - 4.2 **Cost of Membership:** The initial fees of joining the Club in addition to the monthly dues associated with the Membership Type. The Written Rate and Fee Structure associated with the Cost of Membership are subject to change. The Cost of Membership is non-refundable as outlined in 5.7.
 - 4.3 **Leave of Absence:** All membership options can be placed on Leave of Absence for a minimum of three months upon prior written request to the Club on the *Club Leave of Absence Form*. Leave of Absences are not retroactive and all correspondence must be in writing. A reduced fee will be charged in lieu of regular monthly dues, to retain your membership during the Leave of Absence. Leave of Absence dues will not be prorated and must be taken in one-month calendar increments (ie. January 1st through January 31st). The Club will not be accessible for use during the Leave of Absence, except in cases where the member purchases services in The Pointe Day Spa. In any other case, a member on Leave of Absence may not use the Club during the Leave period without voiding the Leave of Absence and reinstating regular dues. If a member chooses to return early from the Leave of Absence this will also void the Leave of Absence and reinstate regular dues for that month.
 - 4.4 **Dependent Child:** An Individual Member wishing to add two or more eligible dependent children will automatically be classified as a Family Member and the then-current and appropriate membership fee and dues will be charged.
 - 4.5 **Extended Family Fee:** Member must show proof that the added adult is living with the Member. A Family Member or Couple Member must pay: (i) currently monthly dues; (ii) pro-rated additional dues for the month of joining; and (iii) additional monthly dues for the Dependent Adult, thenceforth.
 - 4.6 **Nanny/Care-Giver:** Member may add a nanny/care giver to the membership to facilitate the membership for the children on the membership. The nanny does not have any right to the use of the club, unless facilitating the use of the club for the children who are members, whom she is employed to be responsible for. If a member wishes to provide a membership for a nanny they may do so through an Extended Family Membership as described in 4.5.
5. **Disclosure: Required by Federal Law - Payment Agreement.**
 - 5.1 **Billing Procedure:** On or about the 1st of each calendar month, the Club will bill and collect from each member, through check, cash or electronic funds transfer (EFT). The bill will reflect current month's dues plus any unpaid ancillary charges of the previous month(s). A member electing to pay the Club bill by means of check or cash will be charged an additional bookkeeping fee. Electronic Fund Transfer (EFT) will take place on the 12th of each month and will be represented by *Hawthorn Farm Athletic Club*. The Club reserves the right to modify billing procedures from time to time, which shall be effective upon publication in the Member Newsletter or other publication.
 - 5.3 **Late Charges:** A Late Charge shall be imposed on all amounts owed by Member for dues, goods, ancillary services, costs, and fees associated with use of the Club facilities and services that are not paid in full by the 20th day of the month ("Late Date"). If Member's bank declines an EFT properly requested by the Club, Member will be billed for an EFT Declination Fee. If Member's bank has not processed Member's EFT by the Late Date, Member will also be charged a Late Charge. The Club reserves the right to modify the Late Charge policy from time to time, which shall be effective upon publication in the Member Newsletter or other publication.
 - 5.4 **Collection Fees:** In the event that this Agreement is placed in the hands of an attorney or a collection agency for collection, or for legal action of any kind, Member agrees to pay all reasonable attorney fees in both trial and appellate court as the courts may allow, plus collection costs and disbursements.
 - 5.5 **Membership Termination:** In the event that Member's account (including dues, other costs, and Club charges) becomes delinquent, the Club may, at its option, declare all payments, costs and charges under this Agreement to be immediately due and payable, and may terminate Member's membership in accordance with Paragraph 8 of this Agreement.
 - 5.6 **Credit History:** Member acknowledges that, in its sole discretion, the Club may request a credit history report, and he/she may not be eligible for Club charging privileges until the Club reviews and approves.

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5.7 **Cost of Membership:** THE COST OF MEMBERSHIP IS NON-REFUNDABLE. Member shall be obligated to pay any unpaid portion of the Cost of Membership and shall not be entitled to a refund of any part of the Cost of Membership, except under the circumstances described in paragraphs 8.3 and 18.

Primary Member's Initials: _____ Date: ____ / ____ / ____

6. **Charging Privilege:** Member shall be eligible and responsible for charging goods and services as well as fees for the use of the Club facilities and services by all Members on membership and Member's guest(s) in accordance with the terms and conditions of this Agreement, and the Rules and Regulations established by the Club. The terms and conditions of the charging privilege may be modified by the Club from time to time and may be revoked in the event Member fails to comply with such terms and conditions.

7. **No Assessment: Assumption of Liability: Ownership:** Agreement imposes no liability whatsoever upon Member in connection with the Club other than the payment of the Cost of Membership, dues and charges incurred by Member, his/her family, guest(s), or designate(s), and compliance with Member's obligations under this Agreement and the Rules and Regulations; provided, however, this Agreement shall not limit the Club's enforcing and pursuing other rights and remedies not herein specified as otherwise provided by law. Member shall assume full responsibility for the conduct of his/family, guest(s) or designate(s). This Agreement and the Membership Rights referenced herein do not convey, create or grant to Member an interest in the income, property or assets of the Club, any ownership in the Club, or any voting rights with respect to the operation of the Club. All decisions with respect to changes in the Rules and Regulations of the Club, Cost of Membership, dues, charges, and all other matters concerning the operation and management of the Club are specifically reserved to the Club or its General Manager.

8. Termination of Membership

8.1 **Termination by Month-to-Month Member:** A Month-to-Month Member may voluntarily terminate this Agreement at any time upon thirty (30) days prior written notice to the Club and payment of all sums owing hereunder to the date of such termination.

8.2 **Termination by Club:** In its sole discretion, the Club may terminate this Agreement if: (i) Member fails to satisfy any of the obligations set forth in this Agreement; (ii) Member violates any of the Club's Rules and Regulations; (iii) Member misrepresents his/her identity or any information related to Membership, guest passes, upgrades, downgrades, or additions to a Membership; or (iv) Member performs any act of conduct, which in the sole opinion of the Club is detrimental to the safety, welfare, good order, or ideals of the Club or its members. Termination attributable to (i) shall occur fifteen (15) days following delivery of written notice to Member with an opportunity to cure said failure or nonpayment within such time. Termination attributable to (ii), (iii), or (iv) shall occur immediately upon delivery of written notice to Member, which notice shall be accompanied by a written "incident report" describing the offense. If this Agreement is terminated pursuant to items (ii), (iii), or (iv) of this Paragraph 8.2, Member's Cost of Membership shall be forfeited. Terminations shall otherwise be in accordance with the Rules and Regulations.

8.3 **Automatic Termination:** In accordance with Oregon Law, this Agreement shall automatically terminate upon the occurrence of any of the following events: (i) Member dies or becomes physically unable to use a substantial portion of the Club's services used by Member from the date of this Agreement until the time of Member's disability. (The Club may, in its sole discretion, require that the disability be confirmed by an examination of a physician agreeable to Member and to the Club.); (ii) the Club goes out of business; (iii) the Club moves its facility to a location more than five additional miles from Member's residence; (iv) The Club's facility, construction or improvement is not completed by the date represented in this Agreement; or (v) the Club materially changes the facilities and services described in this Agreement; provided, however, in the event other facilities are acquired by the Club, the Club in its sole discretion may determine or restrict the use and enjoyment of the additional facilities by Member without effecting an automatic termination. In the event termination occurs for reasons described in this Paragraph 8.3, upon such termination, Member shall be entitled to a refund of any prepaid monthly dues. If applicable the member will be entitled to a refund of the Cost of Membership which will be computed by dividing the Cost of Membership by the number of weeks in a year and multiplying that by the number of weeks remaining until the Obligation Date (applicable only if the Member is in the first 12-months of membership).

9. **Waiver of Liability:** In consideration of the Membership Rights granted under this Agreement, Member accepts the Club's services and facilities "as is" and acknowledges and agrees that all use of the Club's services and facilities shall be undertaken at Member's sole risk. The Club shall not be liable for any injuries or damages to the person or property of Member or Member's family, guests(s), or designate(s) arising out of the use of the Club's services or facilities, or presence in the Club or on its premises by any such individual, whether or not resulting from acts of active or passive negligence on the part of the Club, its officers, employees, or agents. Member, personally and on behalf of Member's executors, administrators, and assigns expressly forever releases and discharges the Club, its successors, assigns, directors, officers, employees, representatives, contractors, and agents from any and all liability, claims (including those based upon negligence), demands, actions or causes of action relating to any such injuries or damages. The Club shall furthermore not be responsible for property of Member or Member's family, guest(s), or designate(s) that is lost, stolen, or damaged in the Club or on Club premises.

10. **Rules and Regulations:** Member and all persons using the Club are bound by and shall comply with the Rules and Regulations of the Club. The Club, at its sole discretion, may amend the Rules and Regulations, and any amendment to the Rules and Regulations will be effective upon publication in the Club's newsletter or the posting of a sign at conspicuous place in the Club's facilities. Updated copies of the Rules and Regulations shall be available to Members upon written request from the Business Office within the Club.

11. **Nondiscrimination:** The Club accepts applications for Membership from any individual, family, or business of good character and financial responsibility without regard to race, creed, color, gender, national origin, or sexual orientation.

12. **Partial Invalidity:** In the event that any provision of this Agreement proves to be invalid, void, or illegal, such invalidity, voidness, or illegality shall in no way effect, impair, or invalidate any other provision of this Agreement.

13. **Notices:** Any notice required to be given by either the Club or Member to the other shall either be delivered in person or deposited via the United States mail addressed to said party at the address indicated above. Except as otherwise provided in Paragraph 18, notice shall be deemed to have been given three (3) days after mailing. In the event of a change of address, the party whose address has changed shall give notice to the other as specified herein.

14. **Acknowledgments:** Member acknowledges having read this Agreement and agrees to all terms and conditions specified herein. Furthermore, Member acknowledges having read the Rules and Regulations of the Club and agrees to be bound by all terms and conditions specified herein.

15. **Approval by the Club: Start Date:** This Agreement constitutes an application for Membership and subsequent credit approval. The Membership referenced herein shall not be effective until the Start Date set forth above.

16. **Service Providers:** The Club has qualified personal trainers, spa service providers, and other professionals on staff and available for consultations with Members for an hourly fee in addition to Membership fees and dues. No personal trainers, spa service providers, and other professionals other than those approved by the Club and on staff shall work with Member or guests in the Club facilities. Member using the services of non-staff personal trainers in the Club facilities are subject to suspension and/or termination. Trade outs are not allowed.

17. **Non-transferability of Membership:** Member shall not assign any of its rights, title, or interest in or to this Agreement. The Club may assign or otherwise transfer all or any part of its rights under this Agreement to any Affiliate or Successor in Interest.

18. **Cancellation Right:** Pursuant to Oregon Law, a Member may cancel this contract without penalty by delivering or mailing a written notice to the Club before midnight of the third (3rd) business day after executing this contract. The notice must be hand-delivered or mailed via certified mail, return receipt requested, to the Club at the address given above. If you cancel in this manner, the Club will return to you within fifteen (15) days all amounts you have paid.

_____/_____/_____
HFAC Club Representative Date

_____/_____/_____
Primary Members Name (Please print: First, Last) Primary Member's Signature Date