

Fox Fitness Corporate Membership Agreement

Eola Community Center | 555 S. Eola Road, Aurora, 60504 | 630-851-8990
Prisco Community Center | 151 W. Illinois Avenue, Aurora, 60506 | 630-859-8606
Vaughan Athletic Center | 2121 W. Indian Trail Road, Aurora, 60506 | 630-907-9600



CORPORATE INFORMATION

Company Name: _____

MEMBER INFORMATION

☐ Resident ☐ Non-resident Primary Member Name _____ Birthdate ____/____/____

Home Address _____ City _____ State _____ ZIP _____

Primary Phone Number _____ Employer _____

Email Address _____

Emergency Contact _____ Phone Number _____

ADDITIONAL HOUSEHOLD MEMBERS TO BE BILLED ON MEMBERSHIP

A. Last Name _____ First Name _____ Birthdate ____/____/____

Relationship to Primary Member _____ Member # _____

B. Last Name _____ First Name _____ Birthdate ____/____/____

Relationship to Primary Member _____ Member # _____

C. Last Name _____ First Name _____ Birthdate ____/____/____

Relationship to Primary Member _____ Member # _____

D. Last Name _____ First Name _____ Birthdate ____/____/____

Relationship to Primary Member _____ Member # _____

MEMBERSHIP SELECTION AND PAYMENT INFORMATION



FOX FITNESS CORPORATE MEMBERSHIP OPTIONS

Type	Home Facility	FEES	
☐ Fitness	☐ Eola	Enrollment Fee	\$ _____
☐ All-Inclusive	☐ Prisco	Monthly Dues	\$ _____
	☐ Vaughan	Total Initial Payment	\$ _____

AUTOMATIC PAYMENT PLAN

I hereby authorize Fox Valley Park District, or its affiliated companies, to undertake the following charges or withdrawals by Electronic Funds Transfer (EFT). Please select from the following options:

☐ **Monthly Payment Plan.** \$ _____ per month beginning ____/____/____ for twelve months, after which it becomes self-renewing on the 15th of each month. Fox Valley Park District is authorized to increase charges, withdrawals for monthly fees and assess a charge for any returned EFT drafts in accordance with this Agreement. _____ Initial

☐ **Annual Payment in Full.** You elect to pay for 12 months in advance. This membership is annual. Paid-in-full memberships do not self-renew. If more than one month lapses between memberships, new enrollment fees will be assessed.

The District reserves the right to increase fees at any time in the future and reasonable efforts will be made to give notice to participants in advance of any increase becoming effective. Any payment by a participant which is returned from any financial institution with additional service charges or other fees associated with same shall become additional fees payable immediately from the participant.

THE MEMBER CAN CANCEL MEMBERSHIP WITHIN 3 BUSINESS DAYS AFTER THE CONTRACT IS SIGNED BY THE MEMBER, and all monies paid pursuant to said contract shall be refunded to the Member. After this time period, the Member may cancel membership at least 30 days prior to the end of the first twelve-month period in writing and delivered certified or registered mail to the FVPD location at which you purchased your membership, or by completion of a cancellation form from the membership office. All written notices of cancellation must be received by the 10th day of the month in order to be processed for the current billing cycle. In the absence of such written notice, this Agreement shall be extended automatically on a monthly basis. After this time period, any notice of cancellation pursuant to this Agreement shall be made 30 days in writing and delivered by certified or registered mail to your home FVPD location at the address above or by completion of a cancellation form from the membership office. _____ Initial

The "Initial Membership Agreement" is for a period of 12 months from the date of acceptance. Any upgrades to membership within the first year will modify the existing type and downgrades may not then occur until the year of completion from the Initial Membership Agreement date. If membership is cancelled within the first 12-month period of the agreement, a cancellation fee equal to the remaining monthly dues of the membership term will be charged. A 30-day advance written notice of intent to cancel must be received by certified or registered mail to your home FVPD location at the address above or by completion of a cancellation form from the membership office. _____ Initial

Enrollment fees and/or prepaid dues are not refundable. _____ Initial

Each family membership plan allows for only two adults over age 22 per account. Additional adults residing in the same household must establish a separate membership account. FVPD reserves the right to verify that all individuals in a membership plan reside jointly or as a family within the same household. All individuals wishing to participate in a membership package at the center may be requested to provide a valid form of identification and/or proof of residency.

ACKNOWLEDGEMENT OF MEMBERSHIP AGREEMENT

I (We) wish to purchase the above selected Fox Valley Park District membership. I (We) certify that all of the information provided on this form is true and correct. I (We) understand that Fox Valley Park District officials may verify this information, and that misrepresentation of the information may result in denial of membership privileges.

MEMBER'S SIGNATURE(S) _____ Date _____

Received by Fox Fitness Representative _____ Date _____

FORM OF PAYMENT (SELECT ONE)

☐ Credit/Debit Card ☐ MasterCard ☐ Visa ☐ Discover

Card Number _____

Exp. Date ____/____ Billing ZIP _____

☐ **Withdrawal from bank account:** ☐ Checking ☐ Savings

Bank Name _____

Routing & Account Number: _____

Name of Authorizing Payer (please print) _____

Signature of Authorizing Payer _____

Date ____/____/____

If the Member, because of death or disability, is unable to use or receive all services contracted for, the Member, or his estate as the case may be, shall be liable for only that portion of the charges allocable to the time prior to death or the onset of disability. Fox Valley Park District shall in such event have the right to require and verify reasonable evidence of such death or disability.

Membership may be transferred to a qualified family member living in the same household with payment to the center of the transfer fee then in effect. The account of the transferring member must be in good standing before the transfer occurs and the new member must fulfill the duration of the 12-month agreement.

Memberships may be suspended due to travel or medical issues. Documentation is required to suspend the account. If documentation is not available or if there is a specific request outside of travel or medical, the request will be evaluated on an individual basis. Suspensions may occur for up to three months, and monthly billing will be suspended during this time. After the suspension has been completed, the number of months equal to the duration of the suspension will be added on to the end date of the membership. Contact the membership office for specific criteria.

Member is responsible for monitoring all Monthly Payment Plan withdrawals by Electronic Funds Transfers (EFT) and to notify the Membership Department within 60 days to report any discrepancies. The Fox Valley Park District is not responsible for any disputes over 60 days. No refunds will be issued past the 60 days.

If any dues or charges incurred are not paid within 60 days after billing, Fox Valley Park District shall have the right to demand payment in full. If such amounts are not paid within 30 days after such demand, membership shall be terminated and FVPD may pursue any right it may have to recover the unpaid amount. Upon termination of membership, no refund of the enrollment fee, dues or other fees shall be issued. To rejoin FVPD after a termination of membership, a new membership agreement must be completed and the enrollment fee and dues in accordance with the rates in effect must be paid.

All dues and fees are subject to change with 30 days notice.

As a member, I agree to conform to and be bound by the rules, regulations and policies of all locations within FVPD, as they may be amended.

Fox Fitness Guidelines



For the mutual enjoyment of members and guests, the enforcement of these guidelines is for the good of all members to assure the comforts and service to which each Fox Fitness member is entitled. Fox Fitness shall have the right to suspend or withdraw center privileges from any member, who in their opinion, has abused prescribed privileges or conducted himself or herself in a manner detrimental to Fox Valley Park District (FVPD), Fox Fitness facilities or its members. There will be no refund of the enrollment fee or unused dues. The manager or designee shall have complete charge of the center while on duty. If you have any questions or concerns, please ask for the manager on duty or contact the membership department. The Fox Valley Park District shall not be held responsible or liable by any member or guest for personal injury damage or loss of personal property for any reason. Anyone using FVPD facilities does so at their own risk.

PAYMENT OF DUES

Past due membership dues (i.e. rejected or expired credit cards, accounts with insufficient funds) are subject to a \$25 charge. Any member whose account remains unpaid 60 days after the date billed will have their membership privileges suspended until payment is received or they may be sent to our collection agency for payment of the full amount owed per the agreement.

MEMBER HEALTH WARRANTY

Member warrants and represents that he/she has no disability, impairment or ailment that will prevent him/her from engaging in active or passive exercise or that will be detrimental to his/her health, safety or physical condition if he/she does participate. Member assumes any risks normally associated with the use of health, fitness and spa facilities and the participation in activities or programs conducted at Fox Fitness facilities. This representation and warranty is made by member knowing that Fox Valley Park District will rely upon the same in connection with the sale of membership.

CENTER HOURS

Fox Fitness center hours are subject to change without notice. Management reserves the right to close the facility from time to time to facilitate center programs, certain holidays and any scheduled or unscheduled aspects of maintenance. Aquatic Maintenance occurs annually in August. Check the district's website for announcements and closures.

MEMBERSHIP CARDS

A membership card will be issued to all members. The card is not transferable and must be presented to the front desk upon entering each Fox Fitness facility. A fee will be charged for replacement of lost membership cards. Membership cards must be returned upon cancellation of membership.

PARENTAL PRESENCE

Parents or guardians must be present in the facility in order to place their child or children in the child care area. Children under the age of 11 require adult supervision from a parent or legal guardian at all times while in the facility, unless participating in a facility program. Please refer to facility guidelines for additional supervision requirements.

DAILY FEE GUESTS

All guests are required to pay a guest fee for each visit, sign a waiver and show a current form of photo identification.

LOCKERS

Fox Fitness facilities provide various dressing rooms and locker rooms with free daily use lockers for members and their guests, but we suggest you keep articles of value with you. Fox Valley Park District is not responsible for any theft or loss on the premises. Management will remove all clothing and equipment left in the lockers overnight. A separate fee is charged for executive locker rooms at select Fox Fitness locations.

VALUABLE AND PERSONAL PROPERTY

Fox Valley Park District, its affiliates, agents or employees, shall not be liable for the loss, or theft, or damage of personal property of members or guests.

PETS

Pets are not allowed at Fox Fitness facilities. Special accommodations for service animals are to be made with management.

NO SMOKING PERMITTED

Smoking of any kind is not permitted in Fox Fitness facilities or within 15 feet of all public entries.

DRINKS AND FOOD

Drinks and food are only allowed in the café or lounge areas. Water is allowed and should be stored in capped or covered containers.

NO ALCOHOLIC BEVERAGES, UNLAWFUL DRUGS OR WEAPONS

No alcoholic beverages, unlawful drugs and/or weapons of any kind may be brought into Fox Fitness facilities. Violation of this rule will result in immediate expulsion.

PROPER ATTIRE AND CONDUCT

Proper shirts and shoes must be worn in all areas- except in pool areas and locker rooms. Only athletic shoes that do not mark the floors are allowed on the exercise and court floors. Please refer to posted area rules & policies for details.

Be considerate of others, loud or abusive language will NOT be tolerated.

Members using cell phones, MP3, radio, tape or CD players must use headphones.

Towels, toiletries and other center property are provided by Fox Fitness facilities as a courtesy to its members during facility usage only. Removal of Fox Fitness property from the premises may result in the termination of membership privileges.

By signing the Membership Agreement, the member understands and agrees to the guidelines above and that he/she waives the right and right of their heirs, administrators, executors, successors and assigns to all claims arising out of the use of the premises and the membership, including but not limited to personal injury, including bodily injury and death, and all property damage, loss or theft.