

summit health + fitness Bylaws 1.18.2010

1. CLUB HOURS, HOLIDAYS AND FACILITY
 1. Club Hours: Monday - Friday 5:00am - 9:30pm; Saturday 7:00am - 6:00pm; Sunday 7:00am - 6:00pm. These hours are subject to change without notice.
 2. **summit health + fitness** will be closed on certain holidays during the year. In addition, **summit health + fitness** reserves the right to be closed on other holidays at its sole discretion.
 3. **summit health + fitness** reserves the right to close one week per year for maintenance purposes at its sole discretion.
 4. **summit health + fitness** reserves the right to change its facilities from time to time, to eliminate some of its facilities and services, or to add others.
 5. **summit health + fitness** may from time to time reserve the use of its facilities for special events.
 6. No food or drink, with the exception of water, which must be kept in a closed container, is allowed in the exercise areas.
 7. Members must be ready to exit **summit health + fitness** by closing time.
2. MEMBERSHIP CARD
 1. Membership cards must be presented upon entry.
 2. If a Member ID card is lost, a \$15 replacement fee will be charged to the Member's account.
 3. Membership cards are not transferable.
3. PERSONAL PROPERTY
 1. **summit health + fitness** shall not be liable for the disappearances, loss or theft of, or damage to the personal property of Members and their Guests, including money and jewelry in or about **summit health + fitness**, in lockers or for loss or damage to any property.
4. ATTIRE
 1. Proper exercise attire is required for Members and Guests in all areas of **summit health + fitness**.
 2. Street clothes will not be permitted in the Fitness Area.
 3. Persons wearing soiled workout clothes will not be allowed in the workout areas or lounge.
 4. Sneakers or suitable footwear must be worn at all times.
5. FITNESS AREAS
 1. Members and Guests are welcome and encouraged to arrange an appointment with a trainer before entering the fitness area for the first time.
 2. We request proper care of machines after completion of exercise. We request that Members wipe down equipment after use.
 3. Please return all equipment to the proper station upon completion of exercise.
 4. Please allow other Members and Guests to "work-in."
 5. Do not tie up multiple machines with multiple sets if others wish to use the same equipment.
 6. Please limit your cardiovascular workout to thirty-minutes if others are waiting.

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7. Outside trainers and/or personal coaches are not allowed. All Personal Training and Instruction is to be given by **summit health + fitness** Personal Trainers.
8. Personal equipment and belongings are not allowed (i.e. gym bags, athletic equipment, purses, etc.) on the workout floor.
9. Dumbbells are not to be used on cardiovascular equipment.
10. When lifting heavy weights, use a "spotter."
11. Do not drop or throw weights.
12. Use of chalk is not allowed.
13. Exercise areas will close fifteen-minutes prior to Club closing.
6. CHILD CENTER
 1. Baby sitting services are provided and are fee based services. Hours are posted on the Child Center door.
7. GROUP EXERCISE CLASSES, WORKSHOPS, CLINICS AND SEMINARS
 1. Classes will be given as per the printed schedule and will also be available on **summit health + fitness's** website.
 2. **summit health + fitness** reserves the right to change the exercise class schedule at any time. This includes the addition or deletion of classes as well as changes in instructors, class times and length of classes.
 3. No one will be admitted more than ten minutes after the scheduled class time.
 4. Please do not enter a group fitness room before the current class is completed.
 5. We request that you follow the instructor's routine.
 6. Conversation must be kept to a minimum.
 7. Hand weights are not permitted during cardio sections of classes.
 8. Feet must be covered during appropriate classes.
 9. Reserving places is not permitted unless otherwise indicated by club management.
 10. No mobile phones are allowed in any group fitness room.
 11. Members may not use stereo equipment.
 12. We request that Members do not wear perfume or cologne during group activities.
 13. No food or drink, with the exception of water, which must be kept in a closed container, is allowed in the studios.
 14. **summit health + fitness** reserves the right to change group fitness policies whenever necessary.
8. LOCKER ROOMS
 1. Towel service available. Members are requested to limit themselves to one towel per day.
 2. Lockers are for daily use only.
 3. **summit health + fitness** has the right to enter the locker, without notice, to inspect the contents of the locker at any time, for any purpose, including but not limited to, the removal of towels or other **summit health + fitness** property.
9. GUEST POLICY
 1. All Guests must be accompanied by a member.
 2. Each Guest is permitted in **summit health + fitness** only once per six months, no more two times in a calendar year.

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3. There is a \$20.00 Guest Fee.
4. All Guests must be 18-years of age or older and have proper identification.
5. Guests 16 or 17 years of age may use **summit health + fitness** only if they have purchased a Personal Training session and are training under the direct supervision of a **summit health + fitness** trainer.
6. All Guests must register with reception upon entering **summit health + fitness**.

10. MOBILE PHONES

1. Mobile phone use is strictly prohibited in all areas of the fitness center with the exception of the lounge area.

11. CAMERAS

1. Cameras and the taking of photographs are prohibited in all areas of **summit health + fitness** without prior written consent from **summit health + fitness** management.

12. MEMBERSHIP INTERRUPTIONS AND FREEZES

1. **summit health + fitness** reserves the right to grant membership interruptions and freezes on a case by case basis for extenuating circumstances as determined by management.
2. Membership Interruptions cannot be retroactive.
3. Membership Interruptions may be granted and require the payment of a membership dues maintenance fee. This fee will be deducted as an EFT in the amount of 50% of the member's current membership dues. This maintenance fee will insure that the member remains a member "on leave" and is not considered "cancelled" which would require the member to pay any enrollment fees, processing charges and/or dues that are then in force at that time.
4. Under no circumstances will membership interruptions/freezes be granted to members who are not current on all club dues and charges
5. The member will not be able to access the club, except for membership administration, during their Membership Interruption without management approval.
6. Members are subject to any club membership dues increases that occur during their leave of absence.
7. Paid in full members will have their membership expiration date adjusted to compensate for the time requested

13. MEDICAL LEAVE OF ABSENCE POLICY

1. A Medical Leave of Absence may be taken for VALID MEDICAL reasons only.
2. A Medical Leave of Absence Form MUST be completed by your physician and be provided to us at the time of injury/illness medical leave request.
3. A Medical Leave of Absence is for a minimum time of one (1) month and a maximum of three (3) months. However, for extended disability/illness, A NEW Medical Leave of Absence Form must be submitted every three (3) months or membership will automatically be reinstated.

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4. During a Medical Leave of Absence, monthly billing will continue as scheduled according to the terms of your Membership Agreement. Time owed will be added after your initial term agreement has been met and your account status is current.
5. A Return from Medical Leave of Absence Form must be completed by your physician and submitted to **summit health + fitness** in order to re-activate your Membership before you are able to use the Club for any reason. Furthermore, we recommend that you meet with a personal trainer before resuming any exercise program.
6. A Medical Leave of Absence is not retroactive.
7. Members who are on a Medical Leave of Absence may not use the Club as a Guest.

14. TYPE OF MEMBERSHIP

1. An individual Membership is a Membership for one person. An Add-On Membership (Household Membership) is for the Spouse, Domestic Partner or Household member of an existing Member paying Individual Dues rates of **summit health + fitness**. Upon request, documentation of marital or domestic partnership status must be provided.

15. BILLING

1. Monthly dues and house charges are debited from members' checking, credit card, debit card or other accounts through an Electronic Funds Transfer system on a monthly basis and reflect that months dues and the prior months house charges.
2. All other miscellaneous fees must be paid upon entrance to **summit health + fitness**.
3. We reserve the right to automatically refer accounts that are delinquent to our attorneys for collection.

16. MAINTENANCE DUES

1. **summit health + fitness** reserves the right, at it's sole discretion, to charge maintenance dues once per year. The charge of \$24/member will collected with other dues and charges in the month of February. **summit health + fitness** reserves the right to change the amount and the month of collection upon written notification posted prominently within the fitness center.

17. NOTICES

1. It is the member's responsibility to inform **summit health + fitness** Member Services of any address changes. Any notice shall be considered delivered when mailed to the address as it appears on your Membership Agreement or as subsequently changed by notice to **summit health + fitness**. Any notice required by **summit health + fitness** shall be considered duly given only when received by the Member Services of **summit health + fitness** in writing.
2. Members are not permitted to advertise or post notices inside or about **summit health + fitness** without prior approval by management.

18. TERMINATION

1. Any Member who is loud, offensive, uses profanity, is bothersome to other Members/Employees or behaves otherwise in an unbecoming manner or who is

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cited for infractions of **summit health + fitness** Bylaws may be suspended or terminated from **summit health + fitness**. Refunds will not be provided for any member terminated for cause.

2. Management reserves the right to change, add, delete or amend any regulation herein without notice.

19. CANCELLATION

1. A Membership Cancellation will be honored for the following reasons:
 1. The membership term has expired without a renewal of the agreement for Paid in Full memberships.
 2. A **summit health + fitness** cancellation form is given to the club to end an annual membership or a regular monthly membership that is at the end of its term
 3. The club cancels a membership due to lack of payment or misconduct in the club
 4. A written letter, along with official documentation, proves that a member, in an annual membership, is relocating his or her residence within the radius set forth by the laws of the state or has a chronic medical condition
 5. A breach of membership contract or lack of member payment may be grounds for immediate membership termination by the club.
2. Cancellation requests are processed according to when the request is received:
 1. Cancellation requests received no later than the 21st of the month may be considered a cancellation at the end of the current billing month (billing month currently begins on the 20th of the month and is subject to change).
EXAMPLE: Received August 21st will be cancelled September 20th
 2. Cancellations requests after the 21st of the month are considered cancellations at the end of the following billing month. EXAMPLE: Received July 15th will be cancelled August 20th.
3. A paid in full membership or monthly annual membership that is cancelled prior to its term is non-refundable.
4. Annual memberships immediately convert to monthly memberships at the end of the contract unless notification is provided by the member requesting renewal or cancellation.
5. Enrollment Fees are non-refundable and may not be applied to any outstanding dues or other member financial obligations to **summit health + fitness**.
6. A membership may be transferred by a member who is canceling their membership to a friend or family member at the discretion of management.
7. Members who are within the 30-day grace period beyond their expiration date are considered "suspended" during which time they are still eligible for renewal rates. Beyond 30 days, the membership may be moved to "cancelled" and considered a Former Member.
8. All membership interruption and cancellation requests must be made on a transaction/change form available at the club.

20. TERMS AND CONDITIONS

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1. **summit health + fitness's** Members agree to abide by all Bylaws now in effect or become effective at a future date.
 2. There will be NO smoking permitted in **summit health + fitness** or about the property.
 3. Members must be eighteen years of age or older and have proper identification unless approved by management.
 4. Any abuse of equipment will not be tolerated.
 5. Any damage to **summit health + fitness's** property by the Member, Member's Guest or dependent shall be paid for by the Member.
 6. Consumption of alcoholic beverages and smoking are strictly prohibited in and around **summit health + fitness** except during specific club events.
 7. **summit health + fitness** represents that it will not discriminate against any person because of sex, race, age, color, national origin, or ancestry in considering application for membership in **summit health + fitness**.
 8. The Bylaws herein are not inclusive. Signs posted in **summit health + fitness** will be considered additional Bylaws.
21. APPOINTMENT CANCELLATION AND SERVICES REFUNDS
1. A 24 hour notice is required for cancellation of Personal Training, nutrition, and other services appointments. Lack of proper notification may result in the session being charged against the member's account.
 2. Personal Training and all other services are non-refundable.