



# HUXLEY

PARKS & RECREATION DEPARTMENT

515 N. Main Ave.  
Huxley, IA 50124  
P# 515-597-2515/F# 515-597-2570

Name, Last: \_\_\_\_\_ First: \_\_\_\_\_ M.I.: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Soc.Sec. No: \_\_\_\_\_ Employer: \_\_\_\_\_

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

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Spouse Last: \_\_\_\_\_ First: \_\_\_\_\_ M.I.: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Soc.Sec. No: \_\_\_\_\_ Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Dependents: Name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Grade: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

List any medical conditions : \_\_\_\_\_

**Membership Type:**  Family  Student  Walkers Club  Couple  Sr. Couple  College Winter  Adult  Sr. Single  College Summer  
**Membership Time:**  24 Month  12 Month  6 Month  
**Check One:**  New Membership  Renewal  Status Change

**Payment Plan:**  Lump Sum  Monthly Convenient Express Withdrawal (2.00/month billing fee)  Corporate Check Deduction—Business Name: \_\_\_\_\_  
Membership Period From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

**Term of Agreement:** This agreement shall be for a period of \_\_\_\_\_ consecutive months from the agreement date plus the prorated portion of the current month based on the following formula:  
\_\_\_\_\_ Amount owed per month / \_\_\_\_\_ Amount of days in current month X \_\_\_\_\_ Amount of days left in month.

**Membership Price:** In consideration for the services provided, Member agrees to pay \$ \_\_\_\_\_ payable as follows:

Total Membership Price: \$ \_\_\_\_\_ **NOTE other fees**  
Less Paid with Agreement: \_\_\_\_\_  
Prorated Installment for month of: \_\_\_\_\_ \$ \_\_\_\_\_  
Other fees or Discounts \$ \_\_\_\_\_

**BALANCE DUE:** \$ \_\_\_\_\_  
First Installment due \_\_\_\_/\_\_\_\_/\_\_\_\_ and last installment due \_\_\_\_/\_\_\_\_/\_\_\_\_  
Convenience Express Transactions are made on the 20th of each month.

**Monthly Installments:** Member agrees to pay 3C's \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ plus the prorated portion of the current month of \$ \_\_\_\_\_ for a total Membership agreement of \$ \_\_\_\_\_.

**NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT. DO NOT SIGN THIS CONTRACT IF IT CONTAINS BLANK SPACES. BY SIGNING THIS APPLICATION I INDICATE THAT I HAVE READ THE REVERSE AND FULLY AGREE TO THE TERMS AND CONDITIONS OF THIS APPLICATION.**

Signature: \_\_\_\_\_ Co Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
(Member of 3C's Fitness) (Guardian of Member if under 18)

3C's Rep: \_\_\_\_\_ Rec. Dir.: \_\_\_\_\_ Date: \_\_\_\_\_

**Initial Each of the Following boxes to signify you have read and understood the terms**

**LIABILITY FOR USE OF FACILITY**

Member assumes the risk of physical activity with his own physical condition and acknowledges that he has received advice from his doctor that he is capable of physical activity such as that provided or that he will seek advice or that he assumes the risk of proceeding without such notice. Member further acknowledges that he has been informed that if he has a history of heart disease that he should consult a physician before proceeding with this agreement. Member does hereby waive, release, and forever discharge Citizens Community Center Fitness, it's employees, and the city of Huxley, and all others from any and all responsibilities or liability for injuries, illnesses, damages resulting from participation, or loss of personal property in any 3C's activities or my use of equipment or machinery at 3C's whether indoors, outdoors, supervised, or unsupervised.

**RULES AND REGULATIONS**

Member acknowledges that they have a copy of the Rules and Regulations of Citizens Community Center Fitness (3C's F) governing the rules and regulations of the use of Citizens Community Center Fitness.

**LATE FEES AND REJOINING FEE**

All monthly installments are due and payable on the 20th of each month unless prepaid. Member agrees that if the full monthly installment is not received within 10 days of the due date, to pay a late fee of \$5.00. A re-joining fee of \$60.00 will be applied to any person or entity whose account was cancelled due to delinquent payments and is now reapplying for a new membership.

**TERMINATION OF AGREEMENT**

1. Evidence of Total or Permanent Disability or Death of Member: Should Member become totally or permanently disabled or die during the term of this agreement as evidence by letter from his physician of such disabilities which would preclude the use of 3C's facilities, or a certification of death, this agreement will be terminated as of the date of such disability or death.
2. Relocation of Member: Should Member move his residence during term of this agreement to an area outside of a thirty-five mile radius of 3C's he may terminate this agreement not earlier than 30 days in advance of relocation without penalty provided he has made all previous installments and provides written proof in advance of such relocation.
3. Default in Payment of Monthly Electronic Installments: Failure to pay any monthly installments within 10 days of its due date shall render, at the option of 3C's, the entire balance due and payable immediately without further notice of demand. 3C's shall be entitled to all costs of collection, including reasonable attorney's fees and late fees, in the event of any default hereunder. Waiver of any default of Member's obligations under this agreement shall not be deemed a waiver of any other default..
4. This agreement is governed by the laws of the State of Iowa. 3C's makes no warranties or guarantees as to use of 3C's facilities. This agreement represents the entire agreement between parties.

**BUYER'S RIGHT TO CANCEL date: \_\_\_\_\_**

Buyer may cancel this transaction within three business days from the above date. If you cancel, any payments made by you under the contract, less \$20.00, and any negotiable instrument executed by you will be returned with-in forty-five days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. After you cancel, the physical exercise club may request the return of all contracts, membership cards, and other documents or evidence of membership. To cancel this transaction, send, or deliver a signed and dated copy of the cancellation notice by certified or registered mail to 3C's fitness, at 515 N. Main Ave., Huxley IA 50124 not later than midnight of \_\_\_\_\_ (date).

I hereby cancel this transaction. Date: \_\_\_\_\_ Buyer's Signature \_\_\_\_\_