



BLDG: _____ COMPANY: _____ MEMBER # _____

For Office Use Only: Vagaro Key Fob Security Excel Phone Scan Email

Bocofit.com

TENANT MEMBERSHIP AGREEMENT

APPLICANT INFORMATION

Name:		Date:
Mailing Address:		
City:	State:	ZIP Code:
Email:	Date of Birth:	Mobile #:
Employer:		
Emergency Contact:		Phone:

Monthly Membership Prices:
 Individual Building Tenant \$38
 Corporate 1-25 Members \$35 Corporate 26-50 Members \$32 Corporate 51-100 Members \$29 Corporate 100+ Members \$26

Yes, I would like to have a private locker for \$12.00 per month which includes a lock.

ONGOING MONTHLY PAYMENT OF \$ _____ PER MONTH TO BEGIN _____ MADE BY cash check CC
 Debit/Credit Card # _____ Exp. Date ____/____ Verification Code _____

I/we hereby authorize the designated **VAGARO billing system** (selected by this facility) to draw items (checks, electronic fund transfers, charge card) for the purpose of paying the membership dues, as well as other purchases, on the account indicated above.

AUTOMATIC RENEWAL: Provided that MEMBER is in good standing and not in default of this agreement, the membership will automatically renew at the gym's current membership rate for a period of month-to-month. Renewal terms may be cancelled by member by PERSONALLY PROVIDING 30 DAY WRITTEN CANCELLATION NOTICE to a Boco Fit Executive representative. It is also understood that the monthly renewal dues may be increased, with notice, to an amount not to exceed \$7.00 of payment.

NOTICE: State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health facility ceases to conduct business.

- 1) The items shall be drawn on or about the date or dates of the Payment Plan. The transactions on your bank statement will constitute receipts for payment on your account.
- (2) By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Act.
- (3) This agreement may be revoked at any time if any item is not paid upon presentation and if revoked, this does not release you from your obligation of payments.
- (4) A \$35 service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason. A late fee of \$10.00 will be assessed and drafted should any monthly payment become past due.
- (5) This preauthorization payment arrangement shall apply to the following Applicant(s):

Member Signature _____ Date _____

Staff Signature _____ Date _____

BUILDING TENANTS: Secure access will be provided to the gym through your building key fob once this application is processed. You will receive an email/text that confirms the access is granted.

Please call/text Michelle at 615-927-3307 to pick up your application or send it to michelle@bocofit.com.

RELEASE OF LIABILITY READ CAREFULLY PRIOR TO SIGNING – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation of activity at Boco Fit/BoCorp LLC and/or use of the property, facilities, equipment, machines, weights, and all fitness classes, and any other services to (Insert name of Customer)-
_____, I do hereby waive, release and forever discharge Boco Fit/BoCorp LLC/or Eakins Partners its officers, employees, representatives, executors, and all others from any and all responsibilities or liability from injuries or damages to myself.

1. I understand the risk of injury from facility activities, equipment and/or machines is significant, including the potential of permanent paralysis and death. I knowingly and freely assume all such risks, both known and unknown. I understand that this is an unsupervised fitness center and I assume all risks associated with using the facility and any equipment or machines and exercising alone without the aid and presence of club staff on the premises.
2. I hereby release, indemnify and hold harmless Boco Fit/BoCorp LLC, their respective owners, officers, affiliates, agents and employees and other participants, sponsoring agencies, sponsors, advertisers and any sponsored events, with respect to any and all injury, disability, death or loss or damage to person or property, whether arising from the negligence of the releases or otherwise, that may arise out of any connection with my using any of the equipment or the facility or any incident that occurs while using the facility or engaging in club activities on or off the premises or otherwise related to my membership.
3. I/we agree that all exercises, treatment and all use of the facility and equipment contained within shall be undertaken at my own risk, that I am in good physical condition and physically able to undertake all physical exercises and treatments provided by Boco Fit/BoCorp LLC, and if I/we have a history of heart, respiratory or otherwise potentially fatal disease (including all COVID 19 variants and related side-effects/illness), I will consult a physician before joining. I also agree that Boco Fit/BoCorp LLC and Eakin Partners and/or their respective agents, and employees, shall not be liable for any claims, demands, injuries, damages, actions, or cause of action, whatsoever, to me or my property arising out of, or connected with the use of any of the services and/or facilities of such corporation and any affiliated companies and their agents and employees from all such claims, demands, injuries, damages, actions or causes of action.
4. I agree to observe and obey all rules and warnings and further agree to follow any oral instructions or directions given by club employees, trainers, representatives, or Peabody Plaza management working on behalf of Boco Fit/BoCorp LLC and/or Eakin Partners.
5. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) for the other registered participants under my membership agreement, and further release and discharge Boco Fit/BoCorp LLC, employees, trainers, representatives, or agents working on behalf of Boco Fit/BoCorp LLC for injury, loss or damage arising out of my or (if applicable) for the other registered participants under my membership agreement, whether caused by the fault of myself, other participants or third parties.
6. I agree to indemnify and defend/hold harmless Boco Fit/BoCorp LLC and/or Eakin Partners against all claims, causes of action, damages, judgments, costs, or expenses, including but not limited to, medical costs, attorney fees and other litigation costs, which may in any way arise from me or my family's use of or presence upon the facility.
7. I agree to pay for all damages to the facility caused by me or my family's negligent, reckless, or willful actions and release and hold harmless Boco Fit/BoCorp LLC and/or Eakin Partners.
8. Any legal or equitable claim that may arise from participation in the above shall be resolved under Tennessee state law.

I ACKNOWLEDGE I HAVE READ THIS DOCUMENT AND UNDERSTAND IT FULLY PRIOR TO SIGNING THIS RELEASE. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature of Applicant

Date

Print Name



SUMMARY OF MEMBERSHIP POLICIES:

Please take time to review the Boco Fit Policies... and thank you for joining our fitness family!

- Boco Fit is open 5:00 am to 9:00 pm Monday thru Friday and Saturday from 7:00 am to 2:00pm. We are CLOSED ON SUNDAY. Non-tenant hours are Monday thru Friday from 7:00 am to 5:00 pm.
- **THE GYM IS NOT STAFFED FULL-TIME.** Appointments can be made by calling/texting (615) 927-3307 or email michelle@bocofit.com.
- Boco Fit is a private club for **MEMBERS ONLY!** Everyone must use their own key fob. Guests will be charged \$15 to member's account.
- To ensure the safety of member, coaches, staff, and facility, Boco Fit has video monitoring/closed-circuit cameras located strategically throughout the facility. Footage from these cameras is recorded and may be reviewed at any time.
- For safety and liability reasons, **persons under the age of 18 are NOT permitted at Boco Fit.**
- All tenant and non-tenant members have their name and emergency contact on file with the building security.
- **PLEASE CONTACT SECURITY IF YOU HAVE AN EMERGENCY. SECURITY CONTACT #'s WILL BE POSTED @ EACH LOCATION.**
- Your monthly membership fee will be drafted (unless paying by cash or check) from your bank/credit card by Vagaro, which is the billing system for Boco Fit/BoCorp LLC. If your credit card is declined, there will be an automatic \$10 charge to your account.
- We do not require contracts at Boco Fit. If you choose to stop your membership with us, you must submit a "letter of intent to cancel" to our office 30 days prior to cancellation.
- If you are signing up under a corporate plan, and your employment with the company ends, PLEASE advise our office.
- Please help us maintain a safe environment by picking up after yourself and treating equipment with care. This includes re-racking your weights, returning equipment to its proper place, and sanitizing equipment before and after use. There are bottles of sanitizers and paper towels placed in various locations throughout the gym.
- Absolutely no equipment may leave the gym to any outdoor space. Any equipment, towels, or complimentary toiletries taken out of the gym will be considered stealing – and we will call your Mom.
- Please enter and exit through the front door.
- All appointments for personal training are made by contacting Boco Fit @ 615.927.3307, Bocofit.com, or the personal trainer directly.
You MUST give a 24-hour cancellation notice to personal trainers or you will be charged for services.
- All members must wear proper attire. Exercising without a shirt is prohibited. Proper closed toe shoes must also be worn while in the gym area. Also, no foul language when those weights are feeling heavy.
- Please be thoughtful of fellow members - especially on equipment when others have waited more than 30 min.
- Water and sports drinks ONLY are allowed on our beautiful rubber gym floor.
- Boco Fit has limited private lockers available for rent for \$12/mo. Rental includes a lock. Advise a Boco Fit Representative if you would like to add this to your membership.

Signature of Applicant

Date

Print Name

