



## RiverParc at Port Imperial

### NON-RESIDENT FITNESS CENTER MEMBERSHIP APPLICATION

**Member Information** *Please print clearly*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address:

\_\_\_\_\_

(Street)

\_\_\_\_\_

(City)

(State)

(Zip Code)

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_

Mobile Phone: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Commencement date: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License or State ID Number: \_\_\_\_\_

*Please note that a copy of your Driver's License or State ID must be submitted with Application*

Emergency Contact Name and  
Relation: \_\_\_\_\_

Address:

\_\_\_\_\_

(Street)

\_\_\_\_\_

(City)

(State)

(Zip Code)

Home Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Work Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Mobile Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Email Address: \_\_\_\_\_

**Membership Payment**

Member agrees that all payments of Membership Fees must be made using Owner's direct on-line payment system (Property Solutions).

**IMPORTANT: SIGNATURE BELOW INDICATES APPLICATION AND AGREEMENT (BELOW) WERE READ, FULLY UNDERSTOOD, AND AGREED TO BY MEMBER:**

Signed: \_\_\_\_\_

Today's Date: \_\_\_\_\_



## RiverParc at Port Imperial

### NON-RESIDENT FITNESS CENTER MEMBERSHIP AGREEMENT

Port Imperial South 13 Urban Renewal, L.L.C. d/b/a RiverParc at Port Imperial (“RiverParc”) is an apartment complex that provides services for residents of RiverParc. Use of some of the services are also offered to non-residents for a membership fee. The services offered to non-residents are as follows: **Fitness Room, Pool, Yoga room and Juice Bar (items at Juice Bar are ala carte and sold separately) (hereafter defined as “Fitness Center”).**

Please note that the other services and areas at RiverParc not listed above are strictly reserved for residents and may not be used by Member. Further, Member is not permitted to bring any guests.

Member agrees to obey all rules and policies governing the use of RiverParc services as established by RiverParc, including but not limited to the rules and policies attached hereto and those posted on site at the Fitness Center.

**Member acknowledges that such rules and policies are attached hereto and are incorporated into this Agreement by reference. Where inconsistent, the language of RiverParc’s rules and policies shall prevail.**

The Member warrants and represents that the Member entitled to use the facilities of the Fitness Center under the terms of membership, has no disability, impairment or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person’s health, safety, or physical condition if he/she does so engage or participate. The Member acknowledges and agrees that 1) the Fitness Center will rely on the foregoing warranty in issuing the Membership; 2) the Fitness Center shall have no obligation to perform a fitness assessment or similar testing to determine the Member’s physical condition; 3) if any fitness assessment or similar testing is performed by the Fitness Center, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes; 4) the Fitness Center shall not be subject to any claim, demand, or injury whatsoever on account of the Fitness Center’s evaluation or interpretation of such fitness assessment or similar testing; 5) the Fitness Center shall not be liable for any injury arising out of the member’s disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person’s health, safety or physical condition if he/she does so engage or participate.

Each Member should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing. Physical examinations are recommended for all Members and especially Members who are elderly, pregnant, unaccustomed to physical exertion, or who have physical limitations, a history

of high blood pressure, heart problems, or other chronic illness. Before beginning any fitness program, each Member is responsible for obtaining authorization, if appropriate from his or her doctor.

Member acknowledges that the Fitness Center has made no claims as to medical results which can or may be obtained through use of the facilities. The Fitness Center has neither suggested nor will suggest any medical treatment to members. Only licensed professionals are qualified to give medical advice. Member is instructed not to act on the advice given by any unlicensed employee until such advice has been verified with a licensed professional or their physician. Member represents that there is no medical or physical condition which would prevent him/her from using all or any of the Fitness Center facility, and Member further represents that he or she has not been instructed by any physician not to do so.

Food, chewing gum, and alcoholic beverages are prohibited in the Fitness Center at all times. Smoking is prohibited in the Fitness Center at all times. No glass containers are permitted. Members in violation of this provision shall be removed from the Fitness Center and membership may be revoked or suspended without warning.

Member agrees that participation in a sport or physical exercise may result in accidents or injury. Member assumes the risk connected with the participation in a sport or exercise and acknowledges that RiverParc will not render any medical services in the event of accident or injury to Member. **Member agrees that RiverParc and its affiliates, and all of their respective members, shareholders, directors, officers, agents, and employees shall not be liable for any claim, demand, cause of action of any kind whatsoever for, or on account of, death, personal injury, property damage, or loss of any kind resulting from or related to Member's use of the facilities or participation in any sport, exercise or activity within RiverParc premises, and Member agrees to hold RiverParc and all of its directors, officers, agents, and employees harmless from same and fully indemnify them from any action for damage to property or persons associated with, arising from or related to Member's use of the facilities.** Damage to any RiverParc property resulting from the actions of Member shall be Member's responsibility, including the cost of repair or replacement. Such repair or replacement may occur at RiverParc's discretion. RiverParc shall not be responsible for any personal property brought to the Fitness Center that is lost or stolen, including but not limited to money, jewelry, and/or gym equipment and accessories. Any item left or unattended in the Fitness Center is subject to immediate removal and disposal without any liability to RiverParc. No pets shall be allowed within the Fitness Center. Member is required to wear appropriate attire when using the Fitness Center. Shirts and closed-toe athletic shoes must be worn at all times. No "street clothes", shoes, or sneakers with black soles are permitted. Member shall not use the Fitness Center in such a way as to endanger the health or safety of themselves or others. Member shall be responsible for any property damage or personal injury caused by them. RiverParc may choose to repair any and all damages to the Fitness Center caused by a Member. All costs of repair must be paid by the Member on demand.

Member acknowledges that they are to use the Fitness Center in a responsible and appropriate manner. No additional equipment is allowed to be used in the Fitness Center unless provided or approved by RiverParc. No equipment is to leave the Fitness Center without prior written approval from RiverParc. Member should familiarize themselves in the use of all equipment, including fitness machines, free weights, and cardio-aerobic equipment before using the Fitness Center. Member is responsible for wiping down all equipment after use and before use by another. Member is responsible for returning all equipment and weights to their designated space. It is important to note that some equipment such as "Bench Press" and "Incline Press" should only be used in the presence of another individual who

will assist for safety purposes. Use of the equipment shall be limited to thirty (30) minutes if other Members are waiting to use said equipment.

With respect to the Fitness Center, the Member agrees to follow at all times these rules and regulations:

- The Fitness Center is not supervised. Member to use at his/her own risk.
- *Proper resident identification is required and will be checked.*
- *Be considerate! Unruly conduct or disrespect will not be tolerated. If someone is waiting to use a piece of cardio equipment, please limit your use to thirty (30) minutes.*
- *Please do not attempt to repair equipment on your own. Report any broken or damaged equipment to **RiverParc**.*
- *No food, drink or chewing gum is allowed in the Fitness Center. Only water bottles and sport drinks are allowed.*
- Proper attire must be worn. Absolutely no sandals, boots or heels are permitted in the Fitness Center.
- Please wipe down equipment after each use.
- RiverParc and/or RiverParc's agents are not responsible for any lost or stolen personal items.
- Children under the age of sixteen (16) are permitted in the Fitness Center only when accompanied and supervised by parent or guardian. Supervised means the parent or guardian responsible for the minor child must be able to see the child at all times and is actively watching the child to ensure the equipment is being used in the correct manner as it was designed.
- *Parent or guardian is responsible for the safety and actions of the minor child while using the Fitness Center.*
- No strollers, baby carriages, car seats or other child transportation devices are permitted in the Fitness Center

With respect to the Swimming Pool/Spa, the Member agrees to follow at all times these rules and regulations:

- The Swimming Pool/Spa is SUPERVISED. The Pool should only be used when the Lifeguard is on duty. Instruction from the Lifeguard should be adhered to at all times.
- The Swimming Pool/Spa is available for use by Members. Proper Member information is required and will be checked. Members agree to use the Swimming Pool/Spa at their own risk.
- Persons under sixteen (16) must be accompanied by a parent or guardian.
- Children in diapers are permitted in the Swimming Pool/Spa provided diapers are covered with rubber/plastic pants. Diapers may not be disposed of at the Swimming Pool/Spa site. They must be taken with the Resident when leaving the Swimming Pool/Spa.
- Please use only unbreakable containers in the Swimming Pool/Spa area. No alcoholic beverages are permitted in the Swimming Pool/Spa area.
- As per health department regulations, the Swimming Pool/Spa is not to be used by anyone with an infectious disease; inflamed eyes; a cold; nasal or ear discharge; open sores; or bandages of any kind.
- Member must use the provided trash receptacles for cigarette butts, beverage containers and litter.

- Regulation bathing suits must be worn in the pool and sauna area. No cut-offs or thongs are permitted.
- Member may not play with or misuse the ropes and life rings. Member may not hang or sit on any ropes in pool. Member may not wear hairpins or rollers or use excessive suntan oil in the pool. Profanity, horseplay, bicycle riding, skating, riding toys, scuffling, loud music or harassment of other swimmers will not be permitted. RiverParc and/or RiverParc's agents may prohibit any activity at its sole discretion. Swimming devices (i.e. artificial flotation devices, floats, tubes, swimmies, etc.) will not be permitted in the pool.
- RiverParc and/or RiverParc's agents will not assume responsibility for any injury incurred in or around the Swimming Pool/Spa area.
- Member must follow other policies as posted in the pool and recreational facility area.

With respect to the Yoga Studio the Member agrees to follow at all times these rules and regulations:

- The Yoga Studio is NOT SUPERVISED. MEMBER to use at his/her own risk
- All music selections are to be appropriate and must not include any profanity and/or offensive verbiage. (If equipped with I-pod docking station.)
- Proper Member identification is required and will be checked.
- No food, drink or chewing gum is allowed in the Yoga Studio. Only water bottles and sports drinks are allowed.
- Proper attire must be worn. Absolutely no sandals, boots or heels are permitted in the Yoga Studio.
- Please wipe down fitness equipment after each use.
- RiverParc is not responsible for any lost or stolen personal items.
- Children under the age of fourteen (14) are permitted in the Yoga Studio only when accompanied and supervised by parent or guardian. Supervised means the parent or guardian responsible for the minor child must be able to see the child at all times and is actively watching the child.
- Parent or guardian is responsible for the safety and the actions of the minor child while using the Yoga Room.
- No strollers, baby carriages, car seats or other child transportation devices are permitted in the Yoga Studio.

Member agrees that memberships are non-refundable and are not transferable or convertible, nor do they pass by descent, devise, or through any other legal proceeding. If RiverParc institutes legal proceedings or otherwise takes action to enforce your obligations with respect to enforcing membership obligations, Member agrees to pay to RiverParc court costs, costs of the preparation and filing of legal documents, reasonable attorney's fees, collection fees, and all other costs of legal proceedings.

Member agrees that the amount of annual membership dues and the terms of payment are subject to change upon action of RiverParc.

Member agrees to pay all indebtedness to the RiverParc in accordance with the terms of each transaction as stipulated by RiverParc. Indebtedness not paid within the stipulated terms may incur interest in an amount not to exceed 18% per annum. A Member whose account is delinquent may be

suspended or expelled. The suspended Member shall remain suspended until reinstated thereafter by RiverParc.

Member agrees that RiverParc shall have authority to privately discipline, publicly reprimand, suspend, fine, or expel any Member for cause. Such cause includes, but is not limited to, the violation of this Agreement and the rules, procedures, and policies made a part hereof, the failure to pay indebtedness to RiverParc, or conduct which, in the sole discretion of RiverParc, is prejudicial to RiverParc's welfare or to the good order and discipline thereof. Notwithstanding the foregoing, RiverParc, in its sole and complete discretion, may furthermore expel any Member immediately without notice. RiverParc reserves the right to revoke membership from any Member for any violation of Fitness Center rules.

Member acknowledges that they may be issued one (1) key fob to obtain access to the Fitness Center. Member understands that the key fob is for Member's use only, and agrees that the key fob shall not be transferred to, nor allowed to be used by, any other person. Member acknowledges, understands and consents that use of the key fob may result in Member's access to the Fitness Center being tracked. Member is liable for the replacement cost of the key fob if it is lost or damaged, and agrees to not mark or deface the key fob in any way. Member shall notify RiverParc within twenty-four (24) hours of losing the key fob, or any damage to the key fob which renders it inoperable and upon notification pay RiverParc a \$50.00 key fob replacement fee. The key fob is property of RiverParc and shall be returned upon termination of the Member's membership as described below.

A suspended Member shall continue to be obligated for payment of all fees, dues, assessments and other charges, if any, during the period of suspension. An expelled Member's right to and interest in the privileges of the RiverParc shall immediately terminate. Expelled Members shall not be entitled to a refund of any dues or other fees paid.

Member agrees to provide timely updated contact information to RiverParc if any subsequent changes occur to the contact information set forth herein.

Member agrees not to distribute any RiverParc confidential information to persons who are not members. Member agrees not to solicit for any cause, other than RiverParc-related activities, on RiverParc premises unless approved by RiverParc. Member agrees that RiverParc's addresses and/or telephone numbers shall not be listed on any private stationery or advertised as the business or residence of any member.

RiverParc reserves the right to close the facilities to members for any reason deemed necessary, including but not limited to events offered only to residents of RiverParc or RiverParc social events. RiverParc will make reasonable efforts to minimize facility closings and to notify members prior to closing the facilities.

RiverParc is committed to being an equal opportunity recreational facility. RiverParc reserves the right to refuse the use of the facility to anyone based on criminal history or a history of mental illness that RiverParc believes may pose a safety threat to others and will evaluate each case individually. In no case will RiverParc knowingly admit Member to an unsafe environment.

Termination of a Member's membership at RiverParc shall be effective upon (a) expiration of Member's 12 month term, (b) such Member's expulsion, (c) the death of the Member, or (d) the receipt by RiverParc of a Member's verbal or written resignation of membership.

## **PRIVACY STATEMENT**

RiverParc is respectful of your privacy. For your own information and protection, please read the following policy carefully.

- Personal information provided to RiverParc by you, including that given in connection with this application process, may be used by RiverParc for its own internal business purposes. RiverParc reserves the right to send electronic mail to you for the purpose of general and specific communications.
- Personal information provided to RiverParc by you is not sold, traded, or otherwise delivered to non-member third parties without your permission. Aggregated information may be given, leased or sold to third parties, but individual information will only be given to third parties if you have permitted RiverParc to do so.

## **Membership Fees**

The yearly Membership Fee for the Fitness Center will be paid using Owner's direct on-line payment system (RentCafe). Please see below for Annual Rates:

- Single Member - \$720 plus tax
- Single with added Adult Family Member (same home address) - \$1,200 plus tax
  - Minor (14 yrs or older) \$500 plus tax. Must join with Adult.
- Membership Fees will include applicable NJ Sales Tax.
- Those members who choose to pay on a monthly basis will be assessed a \$1.00 charge per transaction.
- Monthly Membership Payments are due on the first (1<sup>st</sup>) of each calendar month. Payments received after the 5<sup>th</sup> of the month will be assessed a late fee of 10% of the monthly membership fee.
- NSF Fees – A charge of \$50 will be assessed to members who issue payments that result in “non-sufficient funds”.

*If you have any questions, please contact **RiverParc** at **(201)-330-0603***