

MID-AMERICA APARTMENTS, L.P.

FITNESS CENTER MEMBERSHIP AGREEMENT

I. IDENTIFICATION OF PARTIES TO THE AGREEMENT

MEMBER NAME: First: _____ MI: _____

Last: _____

Circle One: Male / Female **DOB (M/D/Y):** _____

Address: _____ City: _____ State: _____

Zip: _____

Phone: Home/Cell: _____ Work: _____ ext: _____

Email: _____

Employer (MUST BE ONE RIVERSIDE COMMERCIAL TENANT) _____

Employer Phone: _____

Do you know of any health conditions you have which may affect or limit your ability to make use of the fitness center? Yes* ___ No ___

Emergency Contact: (Name) First: _____ MI: ___ Last: _____

Relationship: _____ Phone: _____

“OWNER/SELLER”: Mid-America Apartments, L.P.

“FITNESS CENTER/PROPERTY LOCATION”: One Riverside at Town Square Gym

“MANAGEMENT OFFICE” Address: One Riverside
MAA Corporate Office
4401 Northside Pkwy NW, Suite 600
Atlanta, GA 30327

II. TERM OF THE AGREEMENT

The term of this agreement is _____ months, beginning on (M/D/Y) ___/___/___ and ending on (M/D/Y) ___/___/___ (“Term”)

III. TERMS AND CONDITIONS OF AGREEMENT

1. **TERMS OF A MEMBERSHIP** This fitness center membership agreement (“AGREEMENT”) is between Mid-America Apartments, L.P. (“OWNER/SELLER” as defined in Article I) and the Member (“MEMBER” as defined in Article I). Subject to the terms set forth herein, Owner hereby grants to Member certain membership privileges (“MEMBERSHIP”) in the fitness center (as defined in Article 1) in accordance with the rules and regulations attached hereto as Attachment A (“Fitness Center Rules & Regulations). Member hereby agrees to pay to Owner the Dues (as defined in Article III, Section 4) and conform to the Fitness

Center Rules & Regulations. Owner reserves the right to modify the Fitness Center Rules & Regulations without notice to, or consent of, Member and Member shall be bound by the Fitness Center Rules & Regulations as modified from time to time. In addition to the Fitness Center Rules & Regulations, Membership and use of the facilities are subject to additional reasonable policies, procedures and conditions of membership as are from time to time adopted by Owner.

THE FITNESS CENTER IS AVAILABLE TO ONE RIVERSIDE RESIDENTS AND COMEMRCIAL TENANTS ONLY. IT IS NOT OPEN TO THE PUBLIC. MEMBER MAY NOT BRING ANY GUESTS.

***If you have a history of heart disease, you should consult a physician before joining the fitness center.**

2. **MEMBER'S CANCELLATION RIGHTS.** Member has seven business days to cancel this contract. To cancel, mail or hand deliver a letter to the following address:

ONE RIVERSIDE
MAA Corporate Office
4401 Northside Pkwy NW, Suite 600
Atlanta, GA 30327

Do not sign this contract if there are any blank spaces. In the event optional services are offered, be sure that any options you have not selected are lined through or that it is otherwise indicated that you have not selected these options. It is recommended that you submit your cancellation notice in writing and deliver a Notice of Cancellation or Termination to the Management Office in order to prove that you did cancel. To be effective, your cancellation must include your gym fob.

3. **CANCELLATION NOTICE.** In accordance with Article III, Section 2, your cancellation notice may be made by completing and delivering a Notice of Cancellation or Termination form attached hereto as Attachment "B". Upon cancellation, all dues paid under this agreement shall be refunded by Owner to Member within thirty (30) days, except that Owner may deduct and retain therefrom an amount computed by dividing the number of complete days in the Agreement term into the total Dues and multiplying the result by the number of complete days that have passed since the making of the Agreement. After the initial seven (7) day period of this agreement, Member may terminate this agreement only as provided in Article III, Section 5 (e) or (5)(f).
4. **PAYMENT OF MEMBERSHIP DUES.** To activate membership, Member shall pay owner the Membership fee in the amount of \$25.00 upon entering into this agreement. Thereafter, Member shall pay the cost of Membership ("Dues") in one of the following ways (Member initials either option a or b):

(a) Monthly Payment Plan: On or before the first day of each calendar month during the Term, Member agrees to deliver to the Management Office his or her Dues in the monthly payment amount of \$ 25.00.

(b) Pre-Payment Plan: Member will, upon signing this Agreement, pay to Owner a one-time payment of the total Dues payable for the period _____ to _____, in the amount of \$ _____.

Dues are subject to change from time to time. Checks shall be made payable to Mid-America Apartments, L.P. A \$30.00 charge will be assessed for each returned check.

Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract in the event the fitness center at which this contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within 10 miles.

NOTICE: State law requires that we inform you that you should you (the Member) 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 that this health spa ceases to conduct business. Health spas do not post a bond, and there may be no other protections provided to you should you choose to pay in advance.

5. **TERMINATION OF MEMBERSHIP.** This Agreement may be terminated by Owner or Member as follows:

- (a) **Because of Member's Failure to Pay Dues.** If the Management Office does not receive Dues from Member by the 3rd day of the month during which Dues are due, the Membership shall automatically terminate as of the 4th day of such month, without requirement of termination notice by Owner to Member. The Membership may thereafter be reinstated by Owner, in its sole and absolute discretion, upon payment of any delinquent Dues by Member.
- (b) **Because of Member's Violation of Rules & Regulations.** Owner may, upon notice to Member, terminate the Membership if Member or persons for whom Member is responsible fail to conform as determined by Owner in its sole discretion of the Fitness Center Rules & Regulations as stated in Attachment A, or fail to conform as determined by Owner in its sole discretion to any other policies, procedures or conditions of Membership as are from time to time adopted by Owner. Such termination will be effective immediately upon delivery of notice to the Member.
- (c) **Because of Member's Termination of Employment with Commercial Tenant.** Member acknowledges that he or she is eligible for Membership solely as a benefit associated with the Member's continuation as an employee of a commercial tenant in good standing at One Riverside. This Agreement shall automatically terminate, without requirement of notice of termination by Owner to Member, if (i) Member ceases to be employed by a One Riverside commercial tenant, (ii) the One Riverside commercial tenant ceases to be a tenant in good standing, or (iii) if the commercial tenant ceases its tenancy at One Riverside.
- (d) **Because of the Closing or Relocation of the Fitness Center.** Owner may close or relocate the Fitness Center effective on a date selected by Owner. If Owner closes or relocates the Fitness Center and does not provide other facilities of equal quality at no additional cost to Member within thirty (30) days of such closing and relocation and within ten (10) driving miles of the original Fitness Center location, Member may give written notice of cancellation of the Agreement by mailing or delivering such notice to the Owner. Upon such notice, Owner shall refund to Member an amount computed by dividing the total Dues payable for the Term by the number of weeks in the Term and multiplying the result by the number of weeks remaining in the Term (assuming there has been a prepayment by Member for an unexpired period under the Agreement). The Fitness Center shall not be deemed to have closed when temporarily shut for repairs or renovations; (i) upon sale, for not more than fourteen (14) consecutive days; and (ii) during ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year, Member has certain legal rights in the event the Fitness Center closes and the Division of Consumer Services of the Georgia Department of Agriculture and Consumer Services should be contacted for further information regarding such rights.
- (e) **Because of Voluntary Termination by Member.** Member may voluntarily terminate the Membership upon delivering to owner the Member's Notice of Cancellation or Termination form attached hereto as Attachment B. Such termination shall be effective no earlier than 30 days from when the completed Notice of Cancellation or Termination form is received by Owner at the Management Office. Any Dues which have been pre-paid by Member covering any period following the effective date of termination will be refunded to Member upon such voluntary termination by Member.
- (f) **Because of Member's Disability.** If the member becomes "totally and permanently" disabled during the membership term, the member may cancel this contract upon written notice and proof of disability. If the member terminates the agreement under this Article III, Section 5(f), the member agrees that the owner is entitled to a reasonable predetermined fee of \$ \$0.00 in such event in addition to an amount equal to the value of services made available for use. This aforementioned amount shall be computed by dividing the total cost of the membership by the

total number of months under the membership and multiplying the result by the number of months expired under the membership term. Owner shall have the right to require and verify reasonable evidence of total and permanent disability. For purposes of this subsection, "total and permanent disability" means a condition which has existed or will exist for more than 45 days and which will prevent the member from using the facility to the same extent as the member used it before the commencement of the condition. Physical disability sufficient to warrant termination under this Article III, Section 5(f) shall be established if Member furnishes to the Fitness Center a certification of a licensed physician stating the nature of Member's disability and that Member cannot use relevant Fitness Center services.

- (g) **Because of Member's Death.** If the member dies during the membership term or any renewal term, his or her estate may cancel this contract by written notice and proof of death. If this agreement is canceled under this Article II, Section 5(g), Owner is entitled to a reasonable predetermined fee of \$ \$0.00 in such event in addition to an amount which is computed by dividing the total cost of the membership by the total number of months under the membership and multiplying the result by the number of months expired under the membership term. This contract requires that the member's estate seeking relief under this subsection provide reasonable written proof of death.
- (h) **Substantial Change in Services or Programs Available at the Time of This Agreement.** You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial changes in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively one sex and vice versa. To cancel, send written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail or statutory overnight delivery, return receipt requested.
- (i) **Because of Owner's Convenience.** Owner may terminate this Agreement at any time for the convenience of the Owner by delivering written notice to the Member at either (i) the Member's address listed in Article I, as amended from time to time, or (ii) the Member's place of employment in One Riverside. Such termination will be effective thirty (30) days from the date notice is delivered to the Member in accordance with this Article III, Section 5(i). Any Dues which have been pre-paid by the Member covering any period following the effective date of termination will be refunded to Member upon such termination for cause or convenience.

- 6. **MEMBERSHIP PRIVILEGES ARE NOT TRANSFERABLE.** Member may not sell, assign, or transfer his or her Membership
- 7. **NO OWNERSHIP OR RIGHT OF CONTROL IS GRANTED.** Membership does not confer or include any interest or ownership in the Fitness Center or other facilities or assets of Owner. The Membership grants no right to govern or control the affairs of Owner or the Fitness Center facilities or activities.
- 8. **NO WAIVER OF OWNER'S RIGHTS.** The failure of Owner to enforce any of the Fitness Center Rules & Regulations or any other conditions, policies, or procedures of Membership or Owner's rights under this Agreement shall not be deemed or construed to be a waiver by Owner of its right thereafter to insist upon such compliance by Member and those using the Fitness Center under his or her Membership
- 9. **IDENTIFICATION CARD.** Identification cards may be provided by Owner and are solely and exclusively for the use of Members. Identification cards are not transferable. Identification cards presented by non-members shall be confiscated by Owner.
- 10. **MEMBER'S WAIVER AND RELEASE OF OWNER'S LIABILITY.** MEMBER ACKNOWLEDGES AND AGREES THAT HIS OR HER USE OF THE FITNESS CENTER, INCLUDING ITS EQUIPMENT, ACTIVITIES AND RESOURCES, INVOLVES CERTAIN INHERENT RISKS TO MEMBER'S HEALTH, INCLUDING INJURY, STAINS, FRACTURES, DISFIGUREMENT, DEATH OR OTHER CONDITIONS. MEMBER ACKNOWLEDGES AND AGREES THAT HIS OR HER USE OF THE FITNESS CENTER IS DONE AT THE RISK OF MEMBER, AND OWNER IS NOT LIABLE FOR ANY PERSONAL INJURY (INCLUDING DEATH), THEFT, OR LOSS OF PERSONAL PROPERTY OF ANY NATURE. MEMBER

ACKNOWLEDGES, AGREES AND INTENDS THAT BY SIGNING THIS AGREEMENT HE OR SHE HEREBY WAIVES AND RELEASES ALL RIGHTS AND CLAIMS ARISING OUT OF THE FOREGOING CAUSES, AS WELL AS SUCH RIGHTS AS THEY MAY HEREAFTER ARISE IN, OR BE ASSERTED BY, MEMBERSHIP HERIS, ADMINISTATORS, EXECUTORS, SUCCESORS AND ASSIGNS.

11. **MEMBER'S REPRESENTATION.** Member warrants and represents that he or she is in good physical condition and has no impairment or ailment that would reasonably prevent Member from engaging in physical exercise or use of the Fitness Center's equipment, activities, and resources.

12. **ACCEPTANCE BY OWNER.** This Agreement shall not be effective unless it is accepted by Owner as evidenced by the signature of Owner's representative below.

I HAVE READ THIS AGREEMENT AND AGRESS TO BE BOUND BY ITS TERMS AND CONDITIONS:

MEMBER'S SIGNATURE: _____ **DATE (M/D/Y)**____ / ____ / ____.

ACCEPTED BY OWNER: _____ **DATE (M/D/Y)**____ / ____ / ____.

ATTACHMENT A

FITNESS CENTER RULES AND REGULATIONS

The following Rules & Regulations are subject to revision and interpretation by Owner:

1. USE EQUIPMENT AT YOUR OWN RISK
2. Youth Policies
 - a. Youth under 16 are required to be accompanied at all times by an adult.
 - b. Children under 12 are not permitted in weight training areas, saunas, or tanning beds, may not use free weights, Stairmasters, treadmills, rowing machines or bicycles, and may not participate in adult exercise classes.
3. General Rules
 - a. Owner is not responsible for lost or stolen articles
 - b. Member may not bring guests to the Fitness Center
 - c. Appropriate attire is required. No thongs or sandal type shoes are permitted. No ragged clothing is permitted. Clothing bearing profane, offensive or sexually suggestive text is not permitted. "Cut-off" shorts are not allowed. Members must at all times wear shirts in the public area of the building and in exercise situations.
 - d. No food or beverages (except water or sport drink_ are allowed in the gym. No gum is allowed.
 - e. Appropriate behavior, language and courtesy are to be observed at all times. Swearing, grunting and other loud noises are distracting and offensive to others and are not permitted.
 - f. Alcohol, smoking and pets are not permitted in the Fitness Center.
 - g. Wipe off equipment after use.
 - h. Allow others to "work-in" or take turns. Do not monopolize several pieces of equipment while others are waiting.
 - i. Do not drop weights on the floor.
 - j. Return and rack weights when finished.
 - k. All trash, water bottles, newspapers, etc. should be collected and removed from the gym or placed in trashcans or recycling bins.
 - l. Inappropriate use or abuse of facilities or equipment is prohibited.
 - m. Violation of any of the Rules & Regulations by a Member or persons for whom Member is responsible shall subject Member to suspension of Membership privileges for a period to be determined by the Owner. During any period of suspension, the obligation to pay Dues shall continue.

ATTACHMENT B

MEMBER'S NOTICE OF CANCELLATION OR TERMINATION

Please accept this as written notice to cancel or terminate my Membership at the Fitness Center, effective (M/D/Y) ____ / ____ / ____.

I understand that, in accordance with Article III, Section 2 and 3 of the Fitness Center Membership Agreement, I may only cancel my Membership within seven (7) business days of entering into the Agreement. Any attempt to cancel my Membership after seven (7) business days of entering into the Agreement is not effective.

I understand that, in accordance with Article III, Section 5(e) of the Fitness Center Membership Agreement, I may voluntarily terminate the Agreement at any time by delivering notice to Owner and that termination will not be effective earlier than thirty (30) days after notice is received by Owner at the Management Office.

Upon the effective date of cancellation or termination, I waive all Fitness Center Membership privileges. If I choose to rejoin the Fitness Center and my request to rejoin is accepted by the Owner, I understand that I must complete a new agreement and will be charged a reinstatement fee.

Signature: _____ Date of Notice (M/D/Y): ____ / ____ / ____.

Print Name: _____.