



## Terms of Use and Conditions

Thank you for visiting the Bertram Fitness website (<https://www.bertramfitness.com>). By submitting, I authorize BERTRAM FITNESS, LIMITED LIABILITY COMPANY, (BERTRAM FITNESS) to send text messages in regards to my account and other information. Message/data rates apply. Consent is not a condition of purchase. Please read these Terms of Use carefully and save them. If you do not agree with them, you should leave the Bertram Fitness website immediately. Any questions or comments regarding, or problems with, the online registration should be sent to Bertram Fitness staff at [start@bertramfitness.com](mailto:start@bertramfitness.com).

***Acknowledgment of Risks, Injury & Obligations:*** I understand BERTRAM FITNESS, operates 24 hours a day, and the facility will be staffed between the hours of 7:00 a.m. to 6:00 p.m. Monday – Friday. I agree and acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks. I acknowledge and understand that participating in such activity:

- I may be injured, physically or mentally, or may die; and
- My personal property may be lost or damaged; and
- Other persons participating in such activity may cause me injury or may damage my property; and
- The conditions in which the activity is conducted may vary without warning; and
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract of BERTRAM FITNESS, LLC; and
- There may be no or inadequate facilities for treatment or transport of me if I am injured; and
- I assume the risk and responsibility for any injury, death or property damage resulting from my participation in any activities associated with BERTRAM FITNESS.

**Release and Indemnity:** I participate in the activity at my sole risk and responsibility. I release and indemnify and hold harmless BERTRAM FITNESS, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage, or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

**Administration:** Appropriate covered footwear and a shirt must be always worn while in the gym. Memberships are not refundable or transferable. All weights and equipment must be put back after each use. Gym members are responsible for their access card. Shared gym access with a non-member will result in forfeiture of membership effective immediately. Each member must respect other gym users and always behave in an appropriate manner. BERTRAM FITNESS staff reserves the right to rescind the rights of members not complying with the terms and conditions of the membership. No member under the age of 18 will have 24-hour access to the facility. All members under the age of 16 must be accompanied by an adult. No children under the age of 13 will be allowed in the facility.

**Direct Debit Memberships:** Direct Debit is an automatic monthly deduction from a debit card, credit card, or checking account to pay for memberships fees. I understand and I agree that my monthly membership dues will be automatically drafted from either my credit card or bank account each month on my due date (the day you sign up and complete the membership application). My automatic payment plan will continue until cancelled by me in writing. Be sure to notify BERTRAM FITNESS, if you change banks or credit cards (especially new credit card numbers and new expiration dates). If your account becomes more than 5 days past due, a \$10 late charge will be added for each month past due. There is a \$5 ACH return fee for each returned electronic checks.

**Cancellations:** To cancel a membership, the member must complete and submit a cancellation notice to BERTRAM FITNESS staff in person. Cancellation takes effect 30 days from submission of cancellation so a final payment will go through but you still have 30 days to use the gym. Your member account must be current to process the cancellation.

**Access Cards:** The facility is equipped with security cameras and monitoring systems. Members assume the risk and responsibility of stolen or damaged property in the facility and/or premises. All members must bring their access card on each visit to BERTRAM FITNESS.

All members must register their attendance by swiping their card at the reception desk or through the 24-hour access door prior to entering the gym facility. Members can obtain a replacement card for \$20 if an access card is lost or stolen. Please notify BERTRAM FITNESS immediately if your card is lost or stolen! Members **MUST** have a valid U.S. Driver's license or ID to have 24-hour access.

**Guests:** No Guest will be allowed in the facility before or after staffed business hours. Guests **MUST** sign in at the front desk before working out. Any guests who enter the facility during non-staffed hours will be prosecuted and are entering the gym facility at their own risk. Members who let guests in without signing in will result in immediate termination of their membership.

**Security:** The building and gym premises are under 24-hour surveillance. Whether you are working out in the gym or entering or leaving the building and the property the building is located on, your activities are recorded. This video system is used for security purposes. The surveillance system does not protect you from danger or harm in or on the building premises. You must use caution when entering or leaving the building. Call 911 if there is an emergency. If you feel threatened or witness suspicious activity call 911 immediately. Do not allow access to individuals who knock on the door; doing so may put you at risk for injury or harm, and could result in you losing your membership privileges.

**Injury and First Aid:** If you or another individual becomes injured:

- For minor injuries (cuts, abrasion, etc.), a first aid kit is located at the front desk.
- For serious injuries that need medical treatment call 911.
- Report all injuries to the gym by notifying a staff member or calling the number posted.

**Fire:** In the event of a fire, or if you smell or see smoke, use the door marked "Exit" immediately. Call 911, immediately, from a cell phone or business nearby.

**Video Recording and Photography:** To protect the privacy and safety of all members, guests and staff, you agree to get written permission from the gym staff before recording and photographing any individual. Video recording or photography is allowed only for personal use and should not disrupt other members, guests or staff. Recording is strictly prohibited in certain areas, such as locker rooms and restrooms. Staff members

have the right to ask anyone violating the policy to stop recording or photography immediately. You agree that if you violate this may result in the suspension or termination of your membership.

Social Media Sharing: Members are encouraged to be mindful when sharing content on social media, ensuring that others captured in the content have given consent.

Miscellaneous: The foregoing is only a general description of gym policies for BERTRAM FITNESS. You must follow any other instructions provided to you by the staff at BERTRAM FITNESS or posted gym rules. If you have any questions or concerns on how to use the equipment, please ask a trainer or a staff member, if available, or call the number posted in the gym. You must not use equipment if you are not sure how to use it or if you have any other concerns.

This waiver shall be effective for all BERTRAM FITNESS activities participated in by all participants and members put on the form. It is effective for all BERTRAM FITNESS affiliations.

Bertram Fitness LLC reserves the right to update the terms and conditions as necessary and will notify members of any changes.

**AUTHORIZED SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

# CREDIT CARD / ACH PAYMENT AUTHORIZATION

Enter Your Details Below

- **Recurring Charge** - You authorize regularly scheduled charges to your credit card or bank account. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you through an automated message generated by PNC Bank (our bank) and the charge will appear on your credit card or bank statement. You agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us as soon as possible via email, phone call, or mail.

I, \_\_\_\_\_, authorize the **Bertram Fitness, LLC** to charge my Credit Card or Bank Account below for \$ \_\_\_\_\_ on the \_\_\_\_\_ of each \_\_\_\_\_.

(Amount) (day) (week, month, or year)

This payment is for \_\_\_\_\_.

(Description of Purchase)

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- **One (1) Time Charge** – Sign and complete this form to authorize Bertram Fitness, LLC to make a one-time charge to your credit card or bank account listed below.

By signing this form, you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

I, \_\_\_\_\_, authorize **Bertram Fitness, LLC** to charge my credit card or bank account indicated below for \$ \_\_\_\_\_ on \_\_\_\_\_.

(Amount \$) (Date)

This payment is for \_\_\_\_\_.

(Description of Goods/Services/Donation)

## Billing Information


Billing Address \_\_\_\_\_ Phone # \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

### Bank (ACH)

### Credit Card

<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Name on Acct	_____
Bank Name	_____
Account Number	_____
Routing Number	_____



The graphic shows a routing number '222222222' circled in purple and an account number '000 111 555# 1027' circled in orange. Labels 'Routing Number' and 'Account Number' are positioned above their respective numbers.

<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
<input type="checkbox"/> AmEx	<input type="checkbox"/> Discover
Cardholder Name	_____
Account Number	_____
Exp. Date	_____/____/_____
CVV	_____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the merchant in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that the merchant may at its discretion attempt to process the charge again within 30 days, and agree to an additional 3% charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

**AUTHORIZED SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_