

HOUSTONIAN LITE GENERAL TERMS AND AGREEMENT

MEMBERSHIP

Your membership permits you to use Houstonian Lite (the "Club") premises, facilities, equipment and services made available from time to time here on certain premises leased by Houstonian Lite ("Owner") and located (or to be located) _____ (the "Club Facilities"), but shall have no ownership interest in such facilities, properties, or assets and limited by the type of membership as shown on the Agreement. This Agreement has no term end date and only requires a 30-day notice of cancellation. Your membership is non-transferable and it does not give you any rights in the management, property or operation of this Club. The minimum age for membership is 13 years old. The Club shall have full power and authority to establish various categories of membership which may vary relative to initiation fees and dues, terms of admission, hours of operation, privileges, facilities, and such other matters as may be deemed appropriate by the Club from time to time. Categories of membership, initiation fees, dues, charges, terms of admission, hours of operation, privileges, and facilities (for each category of membership) may be changed by the Club from time to time.

PHYSICAL CONDITION

THE MEMBER REPRESENTS THAT HE/SHE IS IN GOOD PHYSICAL CONDITION AND HAS NO MEDICAL REASON, IMPAIRMENT OR DISABILITY THAT MIGHT PREVENT HIM/HER FROM USING ALL CLUB FACILITIES. THE MEMBER ACKNOWLEDGES THAT THE CLUB DID NOT GIVE HIM/HER ANY MEDICAL ADVICE BEFORE JOINING WHICH MIGHT RELATE TO A MEMBER'S PHYSICAL CONDITION OR THE ABILITY TO USE THE CLUB FACILITIES. IF THE MEMBER HAS ANY HEALTH OR MEDICAL CONCERNS NOW OR AFTER JOINING, HE/SHE SHOULD DISCUSS THEM WITH A PHYSICIAN BEFORE USING THE CLUB FACILITIES. PRIOR TO ENGAGING IN VIGOROUS EXERCISE AT THE CLUB, MEMBER IS ENCOURAGED TO OBTAIN A PHYSICIAN'S APPROVAL TO EXERCISE OR UNDERGO A CARDIOVASCULAR STRESS TEST.

FINANCIAL

The initiation fee, prepaid dues, prepaid membership payments and any other fees are not refundable. All sums due under the terms of this Agreement shall be paid by automatic debit, electronic funds transfer or automatic credit card charge as provided in the Pre-Authorized Payment Information section of this Agreement. The Club can sell memberships at different rates and terms than your membership. The Member must pay his/her dues even if he/she does not use the Club Facilities.

DUES/FEE INCREASE

Unless the Member has a prepaid membership, the Club may increase the dues and fees at any time unless otherwise noted on contract. The Club will send a Member written notice of the increase in the month before the increase takes effect.

CHARGES AND USE TAX

The Club has the right to add to your dues and fees any tax that the government may impose for the use of Club Facilities. If the Member or guest incurs any charges for goods or use of Club Facilities, the Member agrees to pay for them according to the Club rates and practices then in effect.

CANCELLATION AND TERMINATION

Member may terminate the membership by (1) submitting a minimum 30 days written and signed request, via the Houstonian Lite Cancellation Form, in person or by certified or registered mail (phone cancellation will not be accepted); (2) paying all financial obligations to date; and (3) returning the member access tag(s). Paid in Full is Non-Refundable. Upon termination, all identification cards and/or access tags or cards must be returned, including any parking access card issued to or held by the Member.

The Club may, at its option, terminate the Membership if (a) the monthly payments are interrupted or discontinued for any reason, (b) the Member fails to follow any of the Club policies and rules or violates any part of this Agreement, (c) if the Member's conduct is improper or harmful to the best interest of the Club or any other members and (d) for any other reason not stated in this Agreement nor prohibited by law. Termination is effective on the date the Club mails a written notice to the Member's last known address. The Member is liable for all financial obligations to that date. Member may not be allowed to use the Club Facilities after such cancellation.

Upon cancellation, the Member's right to use the Club Facilities ends and the Club can deny the Member access to the facilities at any time. If the Member owes the Club any money when the membership ends, the Member debt will be deducted from the refund. The Member must pay any balance due the Club.

DEATH OR DISABILITY

If a Member is unable to use the facility as provided herein due to disability or if said Member dies, he/she and his/her estate shall be relieved from the obligation of making payment for service other than those received prior to death or onset of aforementioned disability. If any sum has been prepaid for services not rendered it shall be promptly refunded to him/her or his/her representative. The Club requires a certified physician's letter explaining the disability or proof of death.

INACTIVE STATUS

A Membership may be put on "inactive status" for a minimum of 3 months and a maximum of 12 months by completing the Membership Inactive Status Form. During the "inactive status" period the Member may not use any Club Facilities. At the end of the "inactive status" period, bank debits, credit card charges or electronic funds transfers automatically resume without further notice and Member shall pay the then-applicable re-instatement fee charged by the Club.

TRANSFER/RECIPROCAL/TRAVEL

Memberships in the Club are not to be viewed as or treated like alienable personal property. Rather, the relationship is one of the contract between Owner and the Member. Neither Member nor unauthorized agent will sell, assign or transfer this Agreement, or his/her membership to the Club, or any other right or privilege herein or therein contained.

LIABILITY FOR PROPERTY

The Club is not liable to you or your guests for articles, including automobiles or their contents, that are damaged, lost or stolen while in or about the Club premises. If you or your guest cause any damage to the Club Facilities, you are liable to the Club for the cost of repair or replacement.

GENERAL RULES

Member agrees to abide by all rules and regulations of the Club as it appears in this Agreement now in effect and as may be amended from time to time. All signs posted in the Club Facilities shall be considered a part of the rules and regulations.

1. All members and guests must check-in at the Club front desk upon arrival for every visit.
2. Appropriate workout attire is required. Cut-offs, denim, street shoes, open toed shoes, sandals, clothing with obscene language, etc. are prohibited. Club management reserves the right to refuse access to members or guests in violation of the dress code guidelines.
3. No smoking, alcohol, firearms or illegal drugs are permitted on the premises.
4. The use of mobile phones is restricted to the reception area and locker rooms only. Private telephone conversations are not permitted in the workout areas. Cellular phones with camera capabilities may not be used in the locker room areas at any time.
5. Members or guests may only be paged in the event of a true emergency.
6. Members and guests are expected to help keep all Club Facilities neat and tidy out of consideration for other members. This includes replacing all free weights to their respective racks; placing all litter in conveniently located waste receptacles; placing dirty towels in the towel bins; wiping perspiration off equipment after each use; re-organizing and folding newspapers when finished reading; wiping off bathroom counters after each use; etc.
7. Members are asked not to monopolize the time of Club employees on duty out of consideration for your fellow members.
8. Juniors must be 13 years of age or older to have access to Club Facilities.
9. Members and guests will be limited to 30 minutes on a particular piece of cardiovascular exercise equipment when others are waiting.
10. In case of emergency, please touch (0) on a Club phone for the front desk.
11. "Lost and Found" items will be logged by date, time found, location, description and name of the individual turning the item in. Such items may be claimed by checking at the front desk (in person) and providing a specific description of the respective item (s). All "Lost and Found" items will be disposed of after 7 days.
12. The Club prohibits the display of any form of promotion or advertising in the Club without the express written consent of Club management in advance.
13. Members and guests are expected to conduct themselves in a friendly and civil manner while using Club Facilities. Failure to treat others in a dignified and respectful manner may result in corrective action, up to and including termination of membership.

COMPLAINTS AND DISPUTES

Complaints by members about any aspect of Club operations or about membership privileges, transfers, or successions shall be made in writing to the General Manager of the Club or any other person designated by the Club. All complaints shall be reviewed by the Club.

MANAGEMENT AND OPERATIONS

The operation and management of the Club and Club Facilities shall be vested in every respect in the Club, acting through its officers, directors, staff, outside management company, in-house managers and other persons and entities designated, from time to time, by the Club. The Club is authorized and empowered, and shall have the sole right, in its discretion, to make changes in the schedule of charges, rules and regulations, membership categories, membership rights and privileges, guest policies, waiting list procedures, benefits, hours of operation, member usage, operations, management, services, personnel and all other aspects of or relating to the Club, including the Club Facilities and all related equipment. As stated above, there are no guarantees that any particular Club Facility or service of the Club will always be made available. Specifically, but without limitation, members are advised that all parking is on space available basis. During periods of renovation in particular, parking availability may be limited and/or changed from time to time.

NONPAYMENT OF DUES AND CHARGES

All dues and charges billed to members shall be due and payable promptly upon receipt. Member accounts unpaid 25 days after the billing date shall be considered past due and delinquent, and late charges equal to 1.5% of the past due amount shall be assessed to the member's next statement. In addition, in the event a member's account remains unpaid 25 days after the billing date, the Club shall have the right at any time thereafter to charge the member's major credit card given for guarantee of payment. If any member's account shall remain unpaid for a period of 60 days from the date of first billing, and the amount due cannot be charged to the member's major credit card given for guarantee of payment, such member shall be suspended from all membership privileges.

ENFORCEMENT BY THE CLUB

The Club shall have the right to enforce the provisions of this Agreement and the rules and regulations of the Club by taking appropriate legal action, including seeking (i) to recover damages, (ii) injunctive relief and (iii) other legal and equitable relief.

NO EQUITY RIGHTS OR VESTED INTEREST

Membership is non-equity, non-participatory and non-assessable. Membership does not imply any right or privilege to participate in or to administer business policies of the operation or maintenance of the Club Facilities and does not create any ownership, proprietary, prescriptive, or easement rights or interests of any nature in land, the Club Facilities, or any of the Owner's assets. A member acquires only a revocable license to access and use the Club Facilities, in accordance with the terms and conditions of this Agreement and the rules and regulations, as may be amended from time to time in the sole discretion of the Club. The Club reserves the right, without the consent of any or all members, to reserve memberships for persons determined solely by the Club, to discontinue operation of any or all of the Club Facilities, to sell or otherwise dispose of the Club Facilities, in whole or in part, in any manner whatsoever and to any person whomsoever, to issue, terminate or recall any membership, any category or classification of membership or all memberships, to restructure memberships to any other structure, and to make any other changes in the terms and conditions of membership or the Club Facilities available for use by members. The Club may, in its discretion, engage others to operate and manage all or any part of the Club Facilities.

ENTIRE AGREEMENT CLAUSE

The Member acknowledges that neither the Club nor anyone else has made any representations or promises upon which he/she relied that are not stated in this Agreement. This document contains the entire agreement between the Member and the Club and replaces any oral or other written agreement. If a court of law declares any part of this Agreement invalid, it will not invalidate the remaining parts, which continue to be unaffected. If the Club does not enforce any right in this Agreement for any reason, the Club does not waive its right to enforce it later.

WAIVER OF LIABILITY

ANY MEMBER, FAMILY MEMBER, GUEST OR OTHER PERSON WHO, IN ANY MANNER, MAKES USE OF OR ACCEPTS THE USE OF ANY APPARATUS, APPLIANCE, FACILITY, PRIVILEGE OR SERVICE WHATSOEVER OWNED, LEASED OR OPERATED BY THE CLUB, OR WHO ENGAGES IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE CLUB, EITHER ON OR OFF THE CLUB FACILITIES, DOES SO AT HIS OR HER OWN RISK. THE MEMBER, HIS OR HER FAMILY MEMBER AND GUEST AGREES TO INDEMNIFY AND HOLD HARMLESS THE CLUB AND ITS PARTNERS AND THEIR RESPECTIVE OFFICERS, EMPLOYERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SHAREHOLDERS, DIRECTORS, HEIRS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSS, COST, CLAIM, INJURY, DAMAGE, OR LIABILITY SUSTAINED OR INCURRED BY HIM OR HER, RESULTING FROM ANY OF THE ACTIVITIES DESCRIBED ABOVE AND/OR FROM ANY ACT OF OMISSION, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, OF THE CLUB OR ITS PARTNERS AND THEIR RESPECTIVE OFFICERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS OR OTHER DESIGNEES.

DISPUTE RESOLUTION

The Member agrees that all disputes and controversies that may arise between the Member and the Club, including but not limited to any dispute or controversy regarding, arising out of, or related to Club operations, management, or facilities, or to membership rights or privileges, shall be determined in Harris County, Texas by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, and shall be governed by the laws of the State of Texas. Notice of demand shall be filed in writing with the other party to this Membership Contract and with the American Arbitration Association. A demand for arbitration shall be made within two (2) years after the dispute has arisen, but in no event shall a demand for arbitration be made after the expiration of the statute of limitations applicable to the dispute in question. The ruling of the arbitrator(s) shall be final, and judgment upon this award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. This agreement to arbitrate is specifically enforceable.

Member Signature

Date