

# LOTT PHYSICAL THERAPY & FITNESS CENTER

352 W. Hwy 84, Fairfield, TX, 75840 903-389-7433  
 1026 W 2<sup>nd</sup> Ave, Corsicana, TX 75110 903-874-7433

Staff Name: _____	<input type="checkbox"/> Corsicana	<input type="checkbox"/> Fairfield
Member ID: _____	Scanned: _____	

## Lott Physical Therapy and Fitness Center Membership Agreement & Privacy Policy

**MEMBER REP NAME:** (last) \_\_\_\_\_ (first) \_\_\_\_\_ (middle init) \_\_\_\_\_

Have you ever been a member on a Lott Fitness Agreement in the past?  Yes – let staff know before continuing  No

<b>BUYER INFO</b> (if buyer is not member representative)			
Last Name: _____	First Name: _____	Age: _____	Birth date: ____/____/____
Relationship: _____	Mobile (____) _____ - _____	Email: _____	

The following is an agreement made between you "Member" and Rural Rehab Providers, LLC dba (doing business as) Lott Physical Therapy and Fitness Center "Fitness Center" for the Member to purchase a membership for use by the Member to utilize the Fitness Center's equipment and facilities subject to the rules, regulations, terms, and conditions stated herein and not otherwise.

**Compliance With Texas Health Spa Act**

Lott Physical Therapy and Fitness Center's Health Spa Operator's Registration Number Is: 20080196 and 201200196

**PURCHASER'S RIGHT UNDER TEXAS HEALTH SPA ACT:** to the extent that Lott Physical Therapy and Fitness Center is considered a "Health Spa" under the Texas Health Spa Act, as a member you have the following rights under the Act:

- (1) NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.
- (2) IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE HEALTH SPA BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:  
  
 Lott Physical Therapy and Fitness Center  
 P.O. Box 1241, Corsicana, Texas 75151
- (3) IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALTH SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY:
  - (A) CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE FOLLOWING ADDRESS:  
  
 Lott Physical Therapy and Fitness Center  
 P.O. Box 1241, Corsicana, Texas 75151
  - (B) FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE HEALTH SPA WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY SEND A COPY OF YOUR CONTRACT TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE REVIEWED BY THE SECRETARY OF STATE NOT LATER THAN THE 90<sup>TH</sup> DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE'S INTERNET WEBSITE.
- (4) IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:  
  
 Lott Physical Therapy and Fitness Center  
 P.O. Box 1241, Corsicana, Texas 75151

**MEMBER REPRESENTATIVE INFORMATION (PLEASE PRINT CLEARLY)**

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Age \_\_\_\_\_ Mobile (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (Payment and Alert Messages sent via text)  
 Home / other Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Mailing Address**  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Physical Address**  Same  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Email Address** (Payment and Alert Messages sent via email) \_\_\_\_\_

**Emergency Contact** Name: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**How did you hear about us?** (Circle One) Internet Employer Mail Health provider Newspaper Friend Family Radio Therapy Other \_\_\_\_\_

<b>For Staff Use:</b> GA: _____	LOCATION: F or C _____	How Did you Hear? _____	ID Scanned in Attachments _____	Notes _____
Due Date: member _____	Depos _____	End date: member _____	Depos _____	Mult months/1 yr: Terminate Billing at Due Date _____
Scan attach/date: _____	Comment \$3 draft: _____	Other Tab/Comment Insurance Info _____	Scan Insurance i.e., Tivity, RENEW _____	



**You agree to the following membership:**  
(Dues cover 1<sup>st</sup> of month to the end of month)

- Individual**  \$30 (+tax) Draft  \$40 (+tax) No Draft  
**Couple**  \$50 (+tax) Draft  \$60 (+tax) No Draft  
 (Married Couple or parent and child over age 12 & under age 21)  
**12 Month Paid in Full** Individual  \$330 (+tax)  
 Couple  \$550 (+tax)  
**Add'l Dependent(s)** Each \_\_\_\_\_ \$10/m (+tax) each; \$110/yr (+tax)  
 Punch card (10 visits over 6 months) \$75 (+tax)  
 Corporate/Insurance:(name) \_\_\_\_\_

Name (Last, First)	Relationship	Date of Birth	Member ID
_____	Spouse	____/____/____	_____
_____	Dependent	____/____/____	_____
_____	Dependent	____/____/____	_____
_____	Dependent	____/____/____	_____

**No Draft Membership Initial Payment**

**PUNCH CARD:** PAID THRU \_\_\_\_/\_\_\_\_, 20\_\_\_\_

**MONTH TO MONTH NO DRAFT:** \$ \_\_\_\_/Month (+tax) # Months: \_\_\_\_ PAID THRU \_\_\_\_/\_\_\_\_, 20\_\_\_\_  
 Paid \_\_\_\_ month(s) + first partial month pro-rate \$ \_\_\_\_\_ paid by  Check# \_\_\_\_  Cash  Credit Card  Gift certificate

**1+ YEARS PAID IN FULL:** \$ \_\_\_\_/Year (+tax) # Years: \_\_\_\_ PAID THRU: \_\_\_\_/\_\_\_\_, 20\_\_\_\_  
 Paid \_\_\_\_ month(s) + first partial month pro-rate \$ \_\_\_\_\_ paid by  Check# \_\_\_\_  Cash  Credit Card  Gift certificate

Member acknowledges and agrees to the membership dues selected by Member above as evidenced by Member's signature and agrees to its terms as set forth in this agreement. Member acknowledges and agrees that any checks submitted as payment to Fitness Center and returned unpaid because of insufficient funds or closed accounts will be assessed an additional fee of \$30.00 subject to change that must be paid before reinstatement of Member's membership.

**Signature:** \_\_\_\_\_

**Draft Membership Initial Payment**

**MONTH TO MONTH DRAFT:** \$ \_\_\_\_/Month (+tax) # Months: \_\_\_\_ PAID THRU \_\_\_\_/\_\_\_\_, 20\_\_\_\_  
 Paid \_\_\_\_ month(s) + first partial month pro-rate \$ \_\_\_\_\_ paid by  Cash  Credit Card  Gift certificate

**Credit / Debit Card Account**

<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Discover	<b>Expiration Date:</b>	<b>Security Code</b>
<b>Name on Card</b>	<b>Last 4 of account #</b>	
<b>Billing Address (Full Address to include Street #, PO Box, Zip code, etc)</b>		

I wish to make my payments to Rural Rehab Providers, LLC dba (doing business as) Lott Physical Therapy and Fitness Center through its Automatic Draft Payment Program. I hereby authorize my bank or credit card company to make my payment for monthly dues, any amount past due, and any other fees, taxes, or charges from the account shown above. I agree to pay a fee of \$3.00 subject to change and when applicable, a late charge as well as any other charges allowed by law for any electronic funds transfer or credit card charge not honored by my bank or credit card company. I understand that Rural Rehab Providers, LLC dba (doing business as) Lott Physical Therapy and Fitness Center may, upon written notice, change the date that my monthly dues are debited from my account. Member acknowledges and agrees that any checks submitted as payment to Fitness Center and return unpaid because of insufficient funds or closed accounts will be assessed an additional fee of \$30.00 subject to change that must be paid before reinstatement of Member's membership.

Member acknowledges and agrees to the membership dues selected by Member above as evidenced by Member's signature below and agrees to its terms as set forth in this agreement and further acknowledges that all sums are monthly rates (plus sales tax) unless otherwise stated. Member acknowledges and agrees to pay membership dues in the amount prescribed for the plan selected by Member herein and at the stated time intervals for which payment of dues is required. Member acknowledges and agrees that Member is responsible for informing Fitness Center of all changes in payment methods or accounts of Member by the 19<sup>th</sup> of that month. Member acknowledges and agrees that Fitness Center is not liable and is further not responsible for any charges, fees, or assessments assessed by Member's bank or credit card issuer for failed payments, insufficient funds, overdrafts, over the credit limit, or any other charges associated with payments of Member to Fitness Center.

Member acknowledges and agrees that Fitness Center will cancel Member's access card and prohibit further access to Fitness Center if Member's account becomes past due. Member acknowledges and agrees that Fitness Center will cancel Member's membership and prohibit access immediately upon Member's account becoming past due. Member acknowledges and agrees that Fitness Center may reinstate in Fitness Center's sole discretion Member's membership after being prohibited access for late payment or being canceled for non-payment.

**Signature:** \_\_\_\_\_

I would like to schedule an EQUIPMENT ORIENTATION  No  Yes

Day: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_ Time: \_\_\_\_\_

**ALL MEMBERS Must Initial:**

\_\_\_\_\_ **ONE CARD – ONE PERSON ENTERS:** Member acknowledges and agrees that Member is required to keep their membership card with them at all times and is required to enter the Fitness Center using their membership card. Member acknowledges and agrees that Member is not permitted and is expressly prohibited from allowing any other persons (**INCLUDING OTHER MEMBERS**) into the Fitness Center using the Member's card. If members come together, **EACH MEMBER MUST SCAN THEIR CARD.** You risk losing your membership as well as the other person's membership. We review cameras, are **VERY SERIOUS ABOUT THIS, and do follow through. Day membership fee: \$10.**

\_\_\_\_\_ **Membership Access Card:** Each member is issued their first membership access card free of charge. Member acknowledges that the membership card may be damaged if exposed to extreme heat. Member acknowledges and agrees to pay a fee of **\$10 per card** to replace lost or damaged membership cards which fee is subject to change without further notice to Member. If you need to cancel, keep your card and we will reactivate it when you are ready to come back.

\_\_\_\_\_ **Children:** Member has access to both the Corsicana and Fairfield locations. Member acknowledges that Children under 12 years of age are not permitted or allowed in the Fitness Center. **Children 12 and 13 years of age** always require supervision by a parent or legal guardian. Member **Teens 14-17 years of age** are permitted to exercise without a parent or legal guardian supervision. The parent or legal guardians are fully responsible for all actions and conduct of children under 18 years of age and must ensure that all children on Member's plan must be in compliance with the rules and regulations contained herein and Member further acknowledges by these initials that they have informed the children included in the Member's membership of each and every rule and regulation contained herein.

**DRAFT MEMBERS Must Initial:**

\_\_\_\_\_ I understand that my account will draft the **25th day of the Month** for the following month's dues.

\_\_\_\_\_ I understand that if my designated account does not allow the draft for any reason, Lott Fitness Center will attempt to draft again on the 1<sup>st</sup> of the following month. I understand that if my credit/debit card account does not draft for any reason, my account will be charged a \$3 administrative rescheduling fee.

\_\_\_\_\_ I understand that I must submit a cancellation notice by the **19th day of the Month**, so my account will not be charged for the next month. I understand that my membership will expire on the last day of the month for which the cancellation notice was submitted.

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**Cancellation Policy**

Member acknowledges and agrees that Member may cancel their membership according to terms and conditions stated at the beginning of this agreement. Member acknowledges and agrees that a request to cancel a membership will not be effective until a Cancellation Request Form is submitted to an employee of Fitness Center at the Front Desk signed by the Member. Member acknowledges and agrees that if Member elected a premium draft membership and cancels the membership before the initial 12-month period has ended then Member will be assessed a \$100 cancellation fee.

Member acknowledges and agrees that if Member elected a Month-to-Month membership with auto draft then any notice of cancellation must be received on a business day by the 19th day of the Month for automatic payments to be stopped before the 25th of the Month. If Member submits a cancellation notice by the **19th day of the Month**, then Member's account will not be charged for the next month and Member's membership will expire on the last day of the month for which cancellation notice was submitted. Member acknowledges and agrees that if Member submits a cancellation notice **after the 19th of the month**, then Member's membership will not be canceled or effective until the following month and an additional month's dues will be assessed to Member's account and Member's membership will expire on the last day of that next month.

Member acknowledges and agrees that Memberships are not assignable or transferable.

**Membership Freeze**

Member acknowledges and agrees that Fitness Center as a courtesy to its members will allow Member to "Freeze" its membership upon Member submitting a "Freeze" form to the Front Desk, by mail, fax, or email according to the terms and conditions set out herein. Member acknowledges and agrees that Fitness Center will Freeze Member's membership only upon providing the written notice by the **19th of the month** for future months' membership Freeze. Member acknowledges and agrees that Freeze requests may only be for a minimum one-month period first to last day of the month and maximum 3-month period per calendar 12-month period, with the only exceptions to this policy being Freeze requests for Members on active military duty or medical reasons accompanied by a letter from a physician stating a condition that prevents Member from exercising. The agreement end date will be extended by the freeze period. Member acknowledges and agrees that Fitness Center will automatically resume billing membership dues at the end of the Freeze period. Member acknowledges and agrees that any changes regarding the dates of Freeze requests must be made in writing according to the same terms for an original Freeze request as stated herein.

**Medical Examination:** Member acknowledges and attests that Member has been advised by Fitness Center to have a complete physical examination by a licensed physician before beginning any exercise program. Member further acknowledges and attests that Member has been advised by Fitness Center that if Member has a history or is at a greater risk for cardiovascular disease, heart problems, circulation problems, lung disease, or any other medical or health problems the Member should consult and get approval from a licensed health care provider before beginning any exercise program. Member acknowledges and attests that Member has been advised by Fitness Center that if Member is a woman and is pregnant or thinks she may be pregnant that Member should consult and get approval from their licensed health care provider before beginning any workout or exercise program.

### ***Rules and Regulations for Facility Use***

The following rules and regulations apply to Member and any of Member's guests while on the premises of Lott Physical Therapy and Fitness Center. Fitness Center, its employees, agents, and contractors have sole discretion in determining whether Member complies or violates the following rules and regulations. Fitness Center requires that all its members act in accordance with all rules and regulations of Fitness Center. In the event, Fitness Center determines that Member is NOT in compliance with the rules and regulations contained herein Fitness Center may cancel Member's membership by giving written notice to Member at the address provided by Member in this Membership Agreement within 3 business days of the incident for which the membership is being canceled. Member must obey and does agree to abide by each of the following rules and regulations and further agrees and attests that Member has read and understands each rule and regulation set out herein.

Member exercises at his or her own risk. Member agrees and understands that he or she assumes all risk in all activities associated with exercise at Fitness Center. Member agrees and accepts that Fitness Center is not liable to Member and forever discharges and releases Fitness Center, its employees, agents, or contractors from any injuries sustained by Member whether by Member's own negligence or the negligence or intentional or knowing conduct or advice by Fitness Center, its employees, agents or contractors, and Member expressly waives any and all rights Member may have to assert claims regarding liability whether in negligence or contract or any other tort-based claims against Fitness Center or its employees, agents or contractors.

### ***Exercise Etiquette***

Member acknowledges and agrees personal audio equipment is allowed but must be used with headphones of sufficient quality so as not to disturb other members. Member acknowledges and agrees that Member will allow others to work out on equipment not being used by Member and to be courteous of other members who are waiting especially during peak Fitness Center times. Member acknowledges and agrees to replace all dumbbells and plates on the appropriate racks when finished using the same.

Member acknowledges and agrees that Member is responsible for cleaning up after him/herself and is fully responsible for guests. Member acknowledges and agrees that they will place drinking containers in the trash before leaving, towels in the dirty towel bin provided, and wipe off the equipment after use with a towel before moving to the next piece of equipment.

### ***Conduct***

Member will not engage in conduct or use language that is improper, threatening, or hazardous toward other Members, guests, employees, agents, or contractors of Fitness Center including but not limited to arguing, fighting, use of profanity, indecent behavior, any kind of sexual activity, or any other act or language that is determined by Fitness Center in its sole discretion to be obscene. Member is not to carry on any activity in such a way that would interfere with another Member's activity in the Fitness Center. Members who in the opinion and determination by Fitness Center staff to be using equipment in an inappropriate manner or a manner which causes a dangerous condition for the Member, other Members, guests, or Fitness Center employees, agents, or contractors, may have their membership canceled at the sole discretion of Fitness Center. **Member acknowledges and agrees that Member is only permitted to use one piece of equipment at a time and is not permitted to CLANK or drop/ throw dumbbells on the floor.**

### ***Personal Training***

Member acknowledges and agrees that they are not to solicit or conduct personal training on the premises of Fitness Center and any violation of this provision in the sole opinion of Fitness Center, its director, employees, agents, or contractors can be a cause for cancellation of Member's membership without refund. Member acknowledges and agrees that this provision also applies to Member's guests and that Member is required to inform all guests of this regulation.

### ***Tobacco / Drugs***

Member is not permitted and is expressly prohibited from using or bringing on the Fitness Center premises any tobacco products, including but not limited to smokeless tobacco, cigarettes, cigars, or pipes. Member is not permitted and is expressly prohibited from using or bringing on the Fitness Center premises any illegal drugs, prescription drugs not expressly prescribed to the Member, steroids, or any other illegal contraband.

### ***Dress Code***

Member acknowledges and agrees that Member is required to dress appropriately for exercise activity and must be fully clothed at all times including but not limited to wear shoes, shirts, and bottoms at all times. Member acknowledges and agrees that shoes must be clean and fully enclose the entire foot. Member acknowledges and agrees that failure to dress appropriately as determined by Fitness Center, its employees, agents, or contractors in their sole discretion will result in Member being directed to put on appropriate clothes and may result in suspension from the Fitness Center.

### ***Lockers***

Personal items such as bags, clothing, etc may not be left in Fitness Center during exercise – these items must remain in the locker room or in cubby storage areas. Member acknowledges and agrees and further attests that Member has been informed that Fitness Center provides lockers as a convenience to Members but is not responsible for any items left in lockers by Member because Lockers are not monitored by Fitness Center staff. Member acknowledges and agrees that Lockers are for daily use only and items, towels, clothes, or belongings shall not be left in Lockers overnight.

### ***Lost and Found***

Member acknowledges and agrees any items lost may be inquired into at the front desk located in the lost and found box. Member acknowledges and agrees that Fitness Center is not responsible for lost, found, left or stolen items, and items not claimed will be donated to a charity of Fitness Center's choice after 30 days. Member acknowledges and agrees that food is not permitted in the Fitness Center. Member acknowledges and agrees that drinks are permitted in the Fitness Center only in unbreakable plastic containers with lids.

### ***Security on Premises***

Member acknowledges and agrees that Fitness Center utilizes security cameras on the premises for the purpose of safety and rule observation. Member acknowledges, agrees, and consents to the use of security cameras for the express purposes stated herein and subject to the privacy policy contained herein.

**Exculpatory Clause**

Member acknowledges and agrees Fitness Center including its agents, contractors (including those not associated or employed by Fitness Center), employees, heirs or assigns will not be liable to Member for injury to Member, Member's family, friends, guests, agents, heirs, assigns, or property (personal or real property), arising out of, or occasioned by, directly or indirectly, the failure or defectiveness of any property (personal or real property) or item owned, leased or furnished by Fitness Center pursuant to this Agreement, including all cases in which the defect or failure, or the resultant injury results from, the design, manufacture, marketing, distribution, or operation of any item supplied under this Agreement, or from the failure of Fitness Center or its agents, employees, contractors (including those not associated or employed by Fitness Center), heirs or assigns to provide timely warnings concerning the property (personal or real property) owned or items supplied under the terms of this Agreement whether that failure or defectiveness is the sole or contributory cause of the resultant injury. Member acknowledges and agrees further that Fitness Center including its agents, contractors, employees, heirs or assigns will not be liable to Member for any injury or damage incurred by Member due to negligence of Fitness Center or any of Fitness Center's agents, contractors (including those not associated or employed by Fitness Center), employees, heirs or assigns. It is the expressed intention of the Member and the Fitness Center that this section is designed and intended to protect Fitness Center from the consequences of defects in the design, manufacture, marketing, distribution, or operation of any property (personal or real property) or item owned, leased or supplied under the terms of this Agreement, or from the failure of Fitness Center to provide timely warnings concerning the items supplied under the terms of this Agreement.

**Exclusion of Consequential Damages**

Member acknowledges and agrees that Fitness Center will not be liable for any consequential damages of any nature caused to the person or property of Member by any failure, defect, or malfunction of the premises or equipment located on the premises of Fitness Center.

**Hold Harmless and Indemnification**

Member acknowledges and agrees that Fitness Center shall not be liable or responsible for, and shall be saved and held harmless by Member from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property (personal or real property), received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance or actions of Member under this agreement, including claims and damages arising in whole or in part from the negligence of Fitness Center. It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Member to indemnify and protect Fitness Center from the consequences of Fitness Center's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.

**Provision for Defense of Indemnity**

Member acknowledges and agrees to defend, at its own expense, and on behalf of Fitness Center and in the name of Fitness Center, any claim or litigation brought in connection with any such injury, death, or damage described herein.

**Texas Law to Apply**

Member acknowledges and agrees that this Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of the Parties created in this Agreement are performable in Freestone County, Texas.

**Parties Bound**

Member acknowledges and agrees that this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

**Legal Construction**

Member acknowledges and agrees that in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**Prior Agreements Superseded**

Member acknowledges and agrees that this Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ 20 \_\_\_\_

# PRIVACY POLICY

## **About Your Privacy**

At Rural Rehab Providers, LLC dba (doing business as) Lott Physical Therapy and Fitness Center, we believe it is important to protect the privacy and confidences of our members. This notice is intended to explain to you how we collect, use, and protect any information we may collect about you. It will also explain the choices you may make about the use of that information.

## **What Information Do We Collect About You?**

We collect certain types of information about you. This generally consists of the following:

1. Your name, address, and telephone number.
2. Your email address.
3. Your product preferences.
4. Your social security number
5. Banking or Credit Card Information.
6. Your date of birth.

We collect this information from the following sources:

1. The application forms you fill out with us.
2. The correspondence you direct to us.
3. Our transactions with you.

## **How Do We Use This Information?**

We use the information we collect only to respond to your requests or orders. We may also use it to develop our marketing strategy. However, we never share it with third parties.

## **Who Can Access Your Information?**

The only persons entitled to access your private information are employees and certain contractors who are supervised while on site. *It is our policy to restrict access to sensitive information to the minimum necessary.*

## **How We Protect Your Information**

We use secure login and verification for all payment systems. We use secure login and verification, on our computers. We use anti-virus software on all computers and for screening all emails containing sensitive information. We install state-of-the-art software protections on all our computers and networks. We limit employee access to sensitive information. We do not allow employees to place sensitive information on laptops. We maintain secure premises. We never print or display full social security, driver's license, or account numbers unnecessarily. We restrict access to file areas where member files and applications are kept. We use security cameras.

## **How We Dispose of Information**

We maintain information as needed for your transactions, and thereafter for the period required by law. When we dispose of records containing sensitive information, we:

1. Permanently delete electronic records.
2. Destroy physical records by safe means, such as shredding.
3. Dispose of obsolete computer equipment only after all hard disks and media have been thoroughly wiped.

## **How You Can Get Further Information about Our Policy**

If you have any questions or want any further information about our privacy, information use, and security policies, you can contact Lisa Lott at the Front Desk or by telephone at 903-389-7433.

## **How Can You "Opt-Out?"**

Members can always request us not to send you any marketing material. We will honor those requests, except to the extent we are legally required to disclose the information.

## **Opt-Out Form**

If you wish to exercise your "opt-out" rights, you may initial below. If you have sent or filled out an opt-out form to us previously, there's no need to send in another one, unless you want to make a change to your choices. To exercise your opt-out rights, please initial below indicating your wishes: I do not wish to receive any marketing materials or product announcements from Rural Rehab Providers, LLC dba (doing business as) Lott Physical Therapy and Fitness Center \_\_\_\_\_ (initials)

*It is our policy to restrict access to sensitive information to the minimum necessary.*

## **ONLINE PRIVACY POLICY**

### **Our Commitment to Privacy**

At Rural Rehab Providers, LLC dba (doing business as) Lott Physical Therapy and Fitness Center we are also committed to ensuring that we protect the privacy of our clients and members online. We will do our best to ensure that any private information you provide us or that we collect as a result of your visit to our website is treated appropriately. This privacy policy explains our principles and procedures regarding the use of our website [www.lottfitnesscenter.com](http://www.lottfitnesscenter.com) or [www.lottphysicaltherapy.com](http://www.lottphysicaltherapy.com)

### **The Information We Collect About You**

When you enter our website, our system and website automatically collect and store certain information. This consists of the following:

1. Your IPA (Internet Protocol Address) and domain name.
2. The type of browser and operating system you use.
3. The time of your visit.
4. The pages of our site you visit.

If you register with us or fill out an online survey, we will collect additional personal information, such as your name or telephone number, mailing address, and email address.

**Cookie Usage**

We do not use cookies to track information about you.

**How We Use Information**

The following information we collect concerning your browser, the time and date of your visit, and the web pages or services you accessed is used for administrative and technical purposes. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review the types of technology you are using, determine which link brought you here, assess how our advertisements on other sites are working, and help with system maintenance. We use the information contained in your emails only for the purpose of responding to those emails. If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

**Your Right to See and Correct Information**

If you wish to see the information we collect about you, please contact Lisa Lott. If you feel the information is incorrect, please send any corrections to us at P.O. Box 1241, Corsicana, Texas 75151. We will either update your information or include your correction with any information we store or use.

**Your Right to Opt-Out**

If we are collecting information about you that you do not wish us to have, use, or share, you may "opt-out" by writing to us at P.O. Box 1241, Corsicana, Texas 75151.

**Child Policy**

We do not knowingly collect information from children under the age of 18 years. We delete any information that we discover has been provided by children. We do not include any information on this site that we consider unsuitable for children, but we cannot guarantee the content of any linked sites that may be used.

**Security Issues**

We make every effort to protect the integrity of your information. Any personal information you enter into online forms or surveys may be encrypted to ensure it remains private. We limit the right of access to your information to employees that need to use the information to respond to or process your request or transaction. We also take industry standard (IPSEC) measures to protect our sites from malicious intrusions or hacking.

**Phishing and Pretexting**

As you know, consumers are increasingly targeted by unscrupulous persons attempting to acquire sensitive personal or financial information, by impersonating legitimate businesses. We will **never** send you any unsolicited email or other communication requesting your private information. If you receive a communication directing you to enter your personal information, please disregard the instruction and contact us immediately at 903-874-7433.

**Links to Other Useful Sites**

We provide links to websites maintained by other organizations that provide information that may be of interest to you. These links are provided as a convenience to you. We have no control over linked sites and cannot guarantee the accuracy of any information on them, nor make any pledges concerning the hosts' privacy policies.

**How to Contact Us**

If you have questions about privacy policy, please contact Lisa Lott at P.O. Box 1241, Corsicana, Texas 75151. 903-874-7433.

**Right to Change Privacy Policy**

The law of privacy, especially online privacy, is in a state of change. At Rural Rehab Providers, LLC dba (doing business as) Lott Physical Therapy and Fitness Center, we engage in ongoing reviews of our privacy policy. We reserve the right to change our policies on privacy and the collection and use of information. We will post notice of planned changes at least 10 business days before we implement the change. We will provide a revised policy statement on our site before the changes go into effect.

**Continuing Privacy for Former Members**

Your privacy concerns are important to us, regardless of whether you continue to purchase our products or services. If you cease to be a Member, we will continue to treat your information under the same privacy and security standards.

**Limitations on Privacy Policy**

THIS PRIVACY POLICY APPLIES TO CONSUMERS. FOR INFORMATION ON OUR TREATMENT OF INFORMATION COLLECTED FROM BUSINESS VISITORS, PLEASE CONTACT LISA LOTT at P.O. Box 1241, CORSICANA, TEXAS 75151. THIS POLICY APPLIES ONLY TO OUR U.S. CUSTOMERS.