

***THE NEW PROPERTY OWNER'S ASSOCIATION OF NEWPORT, INC.***

***AGREEMENT FOR FITNESS CENTER ACCESS***

This Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the New Property Owner's Association of Newport, Inc., hereinafter sometimes referred to as "NPOAN" and \_\_\_\_\_, hereinafter referred to as "Member", and the parties agree as follows:

1. A pass will automatically be issued to all members in good standing or their designated tenants. One pass shall be issued per family. Only those members with a valid pass shall be permitted to use the or fitness center.
2. All Members (or their designated tenants) are entitled to use the fitness center. This privilege may be suspended by the Board of Directors of the NPOAN for Members who are delinquent in their assessments payment for more than two (2) months. If the right to use is assigned to a tenant, the Tenant must provide the NPOA a copy of a valid Lease Agreement in order to use the fitness center.
3. A pass will be issued to all members in good standing or their designated tenants. One pass shall be issued per family. Only those members with a valid pass shall be permitted to use the fitness center.
4. Passes are the property of NPOAN and are for the exclusive use of members of NPOAN or their designated tenants. The passes are not transferrable and may be suspended by the Board of Directors for violations of the NPOAN's founding documents or rules and regulations.
5. KEYCARD ACCESS (FOB). Prior to the issuance of any keycard or the ability to use the fitness center, each Member and each adult person living at the household of a Member will need to execute the association's Usage and Indemnification Agreement. One fob shall be issued to each household. Lost or damaged fobs shall be reissued at the expense of the Member. The cost to reissue a lost or damaged fob is \$100. Only one fob may be replaced in any twelve (12) month period without a police report. If a police report is presented the cost of replacement shall be \$20.
6. All Members agree to adhere to the Fitness Center Rules.

I, \_\_\_\_\_, Member, verify that he/she/they currently reside or own property within Newport Subdivision, have received a copy of and agree to abide by this

Agreement and the Rules for the Fitness Center, which are incorporated into this Agreement for all purposes as if fully set forth. Failure to abide by the terms of this Agreement and/or the Rules is cause for loss of privileges for the fitness center.

MEMBER:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

FOB ENTRUSTED TO: \_\_\_\_\_

Printed Name

Printed name and birthday of each family member who will use the FOB:

\_\_\_\_\_ DOB \_\_\_\_\_

\_\_\_\_\_ DOB \_\_\_\_\_

\_\_\_\_\_ DOB \_\_\_\_\_

\_\_\_\_\_ DOB \_\_\_\_\_

Newport Property Address:

Mailing Address if different:

\_\_\_\_\_  
Crosby, Texas 77532

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

TX Driver's License No. \_\_\_\_\_

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Date: \_\_\_\_\_ Check No. \_\_\_\_\_ Amount: \$ \_\_\_\_\_

FOB No: \_\_\_\_\_

Account No. \_\_\_\_\_