

**HEALTH CLUB MEMBERSHIP INFORMATION SHEET**

**1. WHICH CLUBS CAN I JOIN?**

**Convenient weekly payroll deduction options:**

- **New York Health & Racquet Club (NYH&RC):** 9 full service health clubs in Manhattan, and 1 in Great Neck, NY the HRC Spa, two tennis clubs, a full service midtown Manhattan hotel, a private yacht, indoor golf, outdoor beach and country club, and tennis facilities. All facilities offer heated pools, saunas, Jacuzzi and services for children.
- **New York Sports Clubs (NYSC):** More than 45 full service clubs in the tri-state area including **Manhattan, Croton-Harmon, White Plains, Stamford, Scarsdale, Mamaroneck, West Nyack-Palisades Center, Danbury, Carmel**, all NYC boroughs, **Long Island** and **New Jersey**. For other non-payroll membership options, contact out account manager , David Cummings via phone at (917) 765-9920 or via email at David.Cummings@tsiclubs.com

**The following Discounted memberships are also available all year round to the below Health Clubs via monthly payments directly from the employee:**

- **Equinox:** 12 clubs in Manhattan including locations in Westchester, L.I. and Darien, CT. Two membership types:  
**Select** - use of club at 44<sup>th</sup> and Lexington Avenue, 43<sup>rd</sup> and Fifth Avenue; 14 Wall St; or Brooklyn Heights. This membership is \$148 a month, paid directly from the employee to the club.  
**All Access** – use of all locations excluding the following locations, Century City facility, Printing House Facility, West L.A facility , Irvine Facility , any Executive Facilities and any other locations so designated by Equinox. This membership is \$205 a month, paid directly from the employee to the club.
- **YMCA:** You have to present your ID to the YMCA and they will give you a discount on the membership. This discount applies to the facilities in Manhattan, Brooklyn, Bronx, Queens, Staten Island and YMCA Long Island. The YMCA discount is as follows:
  - 20% off annual membership for 12 months
  - 50% off initiation fee. The initiation fee is waived when you join during the city wide membership drive.
  - 100% off initiation fee for YMCA Long Island

**2. WHO PAYS FOR MEMBERSHIPS AVAILABLE THROUGH PAYROLL DEDUCTIONS?**

Metro-North purchases the discounted memberships. You, in turn, agree to reimburse the company through weekly payroll deductions.

**3. HOW LONG IS THIS MEMBERSHIP AND WHAT’S MY TOTAL COST?**

<u>CLUB</u>	<u>TERM</u>	<u>INITIATION</u>	<u>WEEKLY PAYROLL DEDUCTION</u>	<u>TOTAL</u>
NYH&RC	24 MONTHS	NO	\$14.43	\$1,500
NYSC	12 MONTHS	NO	\$13.94	\$725

**4. CAN I SEE AND USE THESE CLUBS BEFORE I JOIN?**

Yes. Just show your Metro-North ID pass and clubs will make arrangements to let you see and use their facilities at times that are convenient for you. To arrange a visit at the location of your choice contact:

NYH&RC	Yvonne Chang	(212) 220-0674
NYSC	David Cummings	(917) 765-9920
Equinox	Shiva Krishna	shiva.krishna@equinox.com

5. **WHEN CAN I JOIN CLUBS USING THE PAYROLL DEDUCTION OPTION?**

Only during the open enrollment periods. The current enrollment period will run from June 6, 2016 through July 15, 2016 for an effective date of August 1, 2016.

6. **HOW DO I JOIN?**

- First, you must be a Metro-North employee in active status.
- You must sign a Metro-North payroll authorization/agreement and a “Club” agreement.
- You can enroll person at Graybar 420 Lexington Ave – 12<sup>th</sup> Floor  
8:00a.m. – 4:30p.m., Monday through Friday
- You can enroll by mail, email or fax. You can obtain Enrollment Forms on the BSC portal or the MNR intranet or extranet under MNR Benefits - Total Rewards.
- Mail, fax or email forms to: Ana Dominguez, Graybar 420 Lexington Ave 12<sup>th</sup> FL , New York NY 10170 [Jaquez@mnr.org](mailto:Jaquez@mnr.org) Fax number 212-340-2045

**Enrollment package must be received no later than July 15, 2016.**

7. **WHEN DO PAYROLL DEDUCTIONS START?**

The deductions will start **August 1, 2016.**

8. **WHY SHOULD I INCLUDE MY EMAIL ADDRESS ON THE ENROLLMENT FORM?**

The Gym will use it to send membership conformations and other correspondence.

9. **WHAT IF I JOIN A CLUB AND THEN WANT TO STOP MY MEMBERSHIP?**

Cancellation form (HR-HRIS-025) should be completed and sent to Ana Dominguez, Graybar 420 Lexington Ave 12<sup>th</sup> FL or via email at [Jaquez@mnr.org](mailto:Jaquez@mnr.org). A two week advance notice is required. Deductions will continue for 2 weeks following cancellation due to 2-week lag.

10. **CAN I FREEZE MY MEMBERSHIP?**

No.

11. **WHAT HAPPENS IF I DON'T HAVE SUFFICIENT EARNINGS TO MAKE THE WEEKLY DEDUCTIONS (LIKE AN UNPAID LEAVE OF ABSENCE)**

To avoid being billed for missed payments, contact Ana Dominguez ([Jaquez@mnr.org](mailto:Jaquez@mnr.org) or 212-340-3127) as soon as possible so arrangements can be made to cancel your membership. You are still responsible for any missed payments incurred prior to the date of the membership cancellation. If you do not cancel your membership you are still responsible for all the missed payments.

12. **WHO CAN ENROLL?**

Payroll deduction Memberships are only open to active employees. Retirees and spouses may contact the health clubs directly for a discounted program.

13. **WHEN DOES MY MEMBERSHIP END?**

Membership will end at the end of the contract period. If you elect to cancel prior to the end of the contract period, membership will end two weeks after the date you turn your request in.

Upon retirement your contract will end, please contact the health clubs directly for information on a discounted program.

**HEALTH CLUB WEBSITE ADDRESSES:**

For more detailed information on club services, class schedules, etc. you can also visit their websites by clicking on:

Equinox - [www.equinox.com](http://www.equinox.com)

New York Sports Club - [www.mysportsclubs.com](http://www.mysportsclubs.com)

New York Health & Racquet Club - [www.nyhrc.com](http://www.nyhrc.com)

YMCA NYC - [www.ymcanyc.org](http://www.ymcanyc.org)

YMCA Long Island - [www.ymcali.org](http://www.ymcali.org)

Metro-North does not represent the participating Health Clubs. Metro-North does not guarantee their services in any way and is not a party to any promises or other offers the Health Clubs may intake.

PLEASE NOTE: HUMAN RESOURCES MUST RECIEVE YOUR PAYROLL DEDUCTION FORMS BY **July 15, 2016**. THE EFFECTIVE START DATE FOR MEMBERSHIPS IS August 1, 2016.

# Health Club Enrollment Form



HR-HRIS-025

The purpose of this form is to enroll in an agency sponsored Health Club Plan. Specifics of each plan are listed in the pages below. You may select only one Health Club Plan. Terms of agreement for individual Health Club plans are on subsequent pages as follows.

EMPLOYEE AGREEMENT: NEW YORK HEALTH & RACQUET CLUB	2
EMPLOYEE AGREEMENT: NEW YORK SPORTS CLUBS	4

Please fax or e-mail a signed copy of the form to your Agency HR Department at 212-340-2045 or via email to Jaquez@mnr.org.

If you have any questions, please contact MTA Metro-North Human Resources Department.

## Section 2 - Employee Information

Print Name	Last First M.I. Suffix					BSC ID
Agency (check one)	<input type="checkbox"/> BSC	<input type="checkbox"/> B&T	<input type="checkbox"/> CC	<input type="checkbox"/> HQ Civilian	<input type="checkbox"/> HQ Police	Department
	<input type="checkbox"/> LI Bus	<input type="checkbox"/> LIRR	<input type="checkbox"/> MNR	<input type="checkbox"/> MTA Bus	<input type="checkbox"/> NYCT	
Street Address						
City				State	Zip Code	
Phone (H)			Phone (W)			E-mail
Select Health Club Plan						
<input type="checkbox"/> New York Sports Club			<input type="checkbox"/> New York Health & Racquet Club			
<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>			<input type="checkbox"/>			

## Section 3 - Authorization

*I have carefully read the Health Club Agreement for Health Club Plan selected above, have had the opportunity to review it, and fully understand its terms. I enter into this agreement voluntarily.*

Employee Signature	Date	SSN Last 4 Digits
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## Section 4 - Cancellation

*I hereby voluntarily elect to cancel my health club membership. I understand my cancellation request may take up to 2 weeks to process.*

Employee Signature	Date	SSN Last 4 Digits
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# Health Club Enrollment Form

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## EMPLOYEE AGREEMENT: NEW YORK HEALTH & RACQUET CLUB

I, \_\_\_\_\_, agree:  
Print Employee Name and BSC Employee ID Number

1. Deduction from Weekly Paycheck: Metro-North Railroad ("Agency") may deduct weekly paycheck the amount of **\$14.43** for 24 months. I understand that Agency will pay the full membership fee for my use of the health club facilities at the New York Health & Racquet Club ("NYH&RC") for 24 months and that the purpose of the payroll deductions described in this Agreement is to reimburse Agency for the cost in providing the membership. In the event the deductions are not made for any reason, I authorize Agency to make such deductions retroactively.
2. Should I incur any charges, fines, monetary penalties, or judgments over and above the cost of the membership, including the cost of towels, massages, personal training, fees for freezing the membership, classes, tennis, squash, racquetball, or any other NYH&RC services, I will bear the full responsibility for payment of those charges directly to NYH&RC. Agency is not responsible for payment of those charges. In addition, I bear full responsibility for payment of any fees in connection with any private membership I have or may have had with NYH&RC. Agency is not responsible for payment of such charges or any consequential damages arising there from.
3. Term of Agreement: I understand that the term of this Agreement is 24 months from the date the membership commences and that this Agreement is not renewable, except by an express written agreement signed by an authorized representative of Agency.
4. Rights to Membership: I understand that the membership is the property of Agency and that if my employment with Agency terminates for any reason (including my retirement or resignation), the membership will be returned to Agency. I understand that if the membership is cancelled for any reason (including my own election to cancel), the membership will be returned to Agency, Agency will receive any refunds or credits from NYH&RC and I do not have any interest in any such refunds or credits. I understand that if the Letter of Agreement between Agency and NYH&RC terminates, Agency may, at its discretion, cancel my membership.
5. Cancellation or Reassignment of Memberships:
  - a. I understand that the membership is contingent upon my continued active employment in good standing with Agency and upon the payment of the above-described weekly fee.
  - b. Notice of Cancellation: I understand that I may cancel the membership for any reason. To cancel, I must provide Agency's Human Resources Department two weeks (14 calendar days) advance notice, in writing, of my decision to cancel and the reasons for my decision. In addition, should I fail to provide such notice to Agency, Agency may (1) continue to make the deductions from my paycheck as described in this Agreement for up to two weeks after receiving notice, (2) deduct an additional fee up to \$28.86 (two weeks' payment) from my next available paycheck, or (3) bill me directly for this amount, whichever is applicable. I also understand that I may not reassign the membership to any other person under any circumstances.
  - c. Insufficient Earnings to Make Deductions: In the event that I do not have sufficient earnings to cover

# Health Club Enrollment Form



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any weekly payment to Agency under this Agreement for any reason, I understand that Agency may immediately cancel the membership.

d. **Cancellation Fee:** I understand that regardless of whether the membership is cancelled by me, Agency or the NYH&RC, and regardless of whether I provide notice of cancellation as described in this Agreement, Agency may be assessed a cancellation fee of up to \$ 50.00 by the NYH&RC and that if that fee is imposed, I agree that Agency may make a deduction from my next available paycheck or bill me to cover the cancellation fee.

6. **Relationship Between Agency and NYH&RC and Release:** I understand that Agency and NYH&RC are separate entities and that NYH&RC is an independent contractor which is not subject to Agency's control or supervision. My decision to participate in this program is based upon my own assessment of the facilities of NYH&RC which I have had the opportunity to inspect and my own physical condition. I have not relied upon any representations made by Agency regarding those facilities or any benefit to be derived from their use. I release Agency, its agents, officers and employees from any and all liability, loss, costs or expenses (including attorneys' fees and disbursements) incurred by me as a result of any accident and/or injury and/or incident on NYH&RC's premises.

7. **Other Forms:** I understand that this Agreement takes precedence over the following provisions in NYH&RC's "Retail Installment Obligation" form: Paragraphs 2, 3, 4A, 4B, 4C, 4D, 4E, 7A, 7B, 15, 16. Those sections do not apply. Moreover, paragraph 9 relates solely to property losses. Further, this Agreement takes precedence over the following provisions of NYH&RC's "Rules and Regulations" form which is attached to the Retail Installment Obligation form: Paragraphs 11, 12, 13 and 15. Those sections do not apply, and paragraph 5 relates solely to property losses. I also understand that this Agreement constitutes a Corporate Membership Rider pursuant to Paragraph 18 of the Retail Installment Obligation form.

I HAVE READ THE ABOVE AGREEMENT CAREFULLY, HAVE HAD THE OPPORTUNITY TO REVIEW IT AND FULLY UNDERSTAND ITS TERMS. I ENTER INTO THIS AGREEMENT VOLUNTARILY.

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Signature

Date

# Health Club Enrollment Form

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## EMPLOYEE AGREEMENT: NEW YORK SPORTS CLUBS

I, \_\_\_\_\_, agree:  
Print Employee Name and BSC Employee ID Number

1. Deduction from Weekly Paycheck: Metro-North Railroad ("Agency") may deduct weekly paycheck the amount of **\$13.94** for 12 months. I understand that Agency will pay the full membership fee for my use of the health club facilities at the New York Sports Clubs ("NYSC") for 12 months and that the purpose of the payroll deductions described in this Agreement is to reimburse Agency for the cost in providing the membership. In the event the deductions are not made for any reason, I authorize Agency to make such deductions retroactively.
2. Should I incur any charges, fines, monetary penalties, or judgments over and above the cost of the membership, including the cost of towels, massages, personal training, fees for freezing the membership, classes, tennis, squash, racquetball, or any other NYSC services, I will bear the full responsibility for payment of those charges directly to NYSC. Agency is not responsible for payment of those charges. In addition, I bear full responsibility for payment of any fees in connection with any private membership I have or may have had with NYSC. Agency is not responsible for payment of such charges or any consequential damages arising there from.
3. Term of Agreement: I understand that the term of this Agreement is 12 months from the date the membership commences and that this Agreement is not renewable, except by an express written agreement signed by an authorized representative of Agency.
4. Rights to Membership: I understand that the membership is the property of Agency and that if my employment with Agency terminates for any reason (including my retirement or resignation), the membership will be returned to Agency. I understand that if the membership is cancelled for any reason (including my own election to cancel), the membership will be returned to Agency, Agency will receive any refunds or credits from NYSC and I do not have any interest in any such refunds or credits. I understand that if the Letter of Agreement between Agency and NYSC terminates, Agency may, at its discretion, cancel my membership.
5. Cancellation or Reassignment of Memberships:
  - a. I understand that the membership is contingent upon my continued active employment in good standing with Agency and upon the payment of the above-described weekly fee.
  - b. Notice of Cancellation: I understand that I may cancel the membership for any reason. To cancel, I must provide Agency's Human Resources Department two weeks (14 calendar days) advance notice, in writing, of my decision to cancel and the reasons for my decision. In addition, should I fail to provide such notice to Agency, Agency may (1) continue to make the deductions from my paycheck as described in this Agreement for up to two weeks after receiving notice, (2) deduct an additional fee up to \$33.23 (two weeks' payment) from my next available paycheck, or (3) bill me directly for this amount, whichever is applicable. I also understand that I may not reassign the membership to any other person under any circumstances.
  - c. Insufficient Earnings to Make Deductions: In the event that I do not have sufficient earnings to cover

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any weekly payment to Agency under this Agreement for any reason, I understand that Agency may immediately cancel the membership.

- d. Cancellation Fee: I understand that regardless of whether the membership is cancelled by me, Agency or New York Sports Club, and regardless of whether I provide notice of cancellation as described in this Agreement, Agency may be assessed a cancellation fee of up to \$ 50.00 by NYSC and that if that fee is imposed, I agree that Agency may make a deduction from my next available paycheck or bill me to cover the cancellation fee.
  
- 6. Relationship Between Agency and NYSC and Release: I understand that Agency and NYSC are separate entities and that NYSC is an independent contractor which is not subject to Agency's control or supervision. My decision to participate in this program is based upon my own assessment of the facilities of NYSC which I have had the opportunity to inspect and my own physical condition. I have not relied upon any representations made by Agency regarding those facilities or any benefit to be derived from their use. I release Agency, its agents, officers and employees from any and all liability, loss, costs or expenses (including attorneys' fees and disbursements) incurred by me as a result of any accident and/or injury and/or incident on NYSC's premises.
  
- 7. Other Forms: I understand that this Agreement takes precedence over the cancellation and transferability provisions in the NYSC Membership Agreement form. Those terms do not apply. Further, to the extent there are inconsistencies, this Agreement takes precedence over the provisions of NYSC's "Rules and Regulations" form (which is attached to the NYSC Membership Agreement form) including, but not limited to: 1.2, 1.3, 1.4, 1.5, 1.6, 1.8, 1.11, 2.1, 2.2, 2.3, and 2.4.

I HAVE READ THE ABOVE AGREEMENT CAREFULLY, HAVE HAD THE OPPORTUNITY TO REVIEW IT AND FULLY UNDERSTAND ITS TERMS. I ENTER INTO THIS AGREEMENT VOLUNTARILY.

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Signature

Date