

EMPLOYEE AGREEMENT:
NEW YORK HEALTH & RACQUET CLUB

I, _____,
(Print your name)

_____, agree:
(Pass Number and BSC ID)

1. **DEDUCTION FROM BI-WEEKLY PAYCHECK:** MTA NYC TRANSIT may deduct from my bi-weekly paycheck the amount of \$28.85 for 24 months (52 pay periods), totaling \$1,500.00. I understand that MTA NYC TRANSIT 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 MTA NYC TRANSIT for the cost of providing the membership.

Should I incur any charges, fines, monetary penalties, or judgments over and above the cost of the membership, including the cost of towels, massages, one-to-one 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. MTA NYC TRANSIT is not responsible for payment of those charges.

2. **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 MTA NYC TRANSIT.
3. **RIGHTS TO MEMBERSHIP:** I understand that the membership is the property of MTA NYC TRANSIT and that if my employment with MTA NYC TRANSIT terminates for any reason (including my retirement or resignation) the membership will return to MTA NYC TRANSIT. I understand if the membership for any reason is cancelled (including my own election to cancel) the membership will be returned to MTA NYC TRANSIT, MTA NYC TRANSIT 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 MTA NYC TRANSIT may, at its discretion, cancel my membership.

4. CANCELLATION OF MEMBERSHIP:

- a. I understand that the membership is contingent upon my continued employment on the MTA NYC TRANSIT payroll AND upon the payment of the above-described bi-weekly fee. This program is available for non-represented employees (managerial and non-managerial), members of the Civil Service Bar Association, the Civil Service Technical Guild, Chapter 2, the Organization of Staff Analysts, SSSA, TWU Local 106 (TSO), and UFLEO.
- b. Notice of Cancellation: I understand that I may cancel the membership for any reason. To cancel, I must provide MTA NYC TRANSIT Human Resources a written letter of my decision and the reason by the 15th of the month for my cancellation to become effective the end of the month. In addition, should I fail to provide such notice, MTA NYC TRANSIT may continue to make deductions from my paycheck as described in this Agreement. IN ALL CIRCUMSTANCES, MTA NYC TRANSIT HAS THE RIGHT TO CHARGE AN ADDITIONAL \$50 CANCELLATION FEE. Additionally, I will be ineligible to enroll in any health club with which MTA NYC TRANSIT may have a payroll deduction plan for a minimum of the time left on the membership plus one year. 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 any bi-weekly payment to MTA NYC TRANSIT under this Agreement for any reason, and I have failed to make prior arrangements with the MTA NYC TRANSIT Human Resources Department for payment of the bi-weekly fee to MTA NYC TRANSIT, I understand that MTA NYC TRANSIT may (1) immediately cancel my membership, (2) deduct the unpaid bi-weekly fees and \$50 cancellation fee from my next available paycheck, and/or (3) bill me directly for the unpaid amounts.

5. RELATIONSHIP BETWEEN MTA NYC TRANSIT AND NYH&RC AND RELEASE: I understand that MTA NYC TRANSIT and NYH&RC are separate entities and NYH&RC is an independent contractor, which is not subject to MTA NYC TRANSIT'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 on any representation made by MTA NYC TRANSIT regarding those facilities or any benefit to be derived from their use. I release MTA NYC TRANSIT, 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. I also understand that any injury I may incur as a result of this Agreement will not be covered by worker's compensation benefits. I also understand that the use of NYH&RC's facilities is not a part of my job duties at MTA

NYC TRANSIT. All travel to and from and use of the facilities must be on my own time and not during work hours.

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.

Date

Employee Signature

Title

Work Telephone Number

Home Address

Email Address

August 2017