

Fit Miss Personal Training and Health Club

Membership Agreement

Date: _____

Member #: _____

How did you hear about us? _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, natural origin, sex, marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Monthly Charges: \$ _____ Enrollment Fee: \$ _____ Paid Today: \$ _____ Balance: \$ _____

Membership Type: _____ New Renewal Upgrade

Last Name: _____

First Name: _____

Home Address: _____

City, State, Zip: _____

Home Phone: _____

Email: _____

Employer Name: _____

Work Phone: _____

Work Address: _____

City, State, Zip: _____

Social Security Number: _____ - _____ - _____

Date of Birth: ____ - ____ - ____ Sex: _____

Emergency Contact Name: _____

Emergency Phone: _____

Health Insurance Carrier: _____

Policy #: _____

Recurring Payment Electronic Funds Transfer

Checking Savings Visa Mastercard Am. Express Discover Automatic Renewal

Initial Payment: _____ Monthly Charge: _____ Sales Tax: _____

Total Monthly EFT: _____ Total # of Payments: _____ EFT Date: 1ST 15TH

Amount Financed (The amount of credit provided in your behalf): _____

Total Sales Price (including Down Payment & Monthly Payments): _____

Credit Card #: ____ - ____ - ____ - ____ Exp. Date: ____ / ____ Name on Card: _____

Bank Name: _____ Routing/ABA#: _____ Acct. #: _____

I agree by signing below to make payments of the stated membership fee, monthly dues, all charges permitted under this contract, and all applicable taxes through the EFT plan. I certify I am an authorized signer on the account listed on this contract. By signing to the EFT Agreement, I am authorizing Fit Miss LLC and/or its agents to make charges or withdrawals from the accounts specified for membership fees, monthly dues, and all other permitted charges made by myself or those listed on this contract. If checking Automatic Renewal, I understand this authorization agreement shall remain in force beyond the listed expiration date until 30 days after written notification has been received by Fit Miss Personal Training and Health Club. If for any reason, I do not make automatic payment via the EFT or my financial institution does not honor the draft, I agree to remit the outstanding amount due immediately, and a \$25 service fee may be charged.

Signature: _____ Date: _____

Paid in Full Membership

Membership Price: _____ Sales Tax: _____ Total Payment: _____ Date Paid: _____

You have seven business days to cancel this contract. To cancel, mail or hand deliver a letter to Fit Miss LLC, 110 N. Macon Street, Jesup, GA 31545. It is recommended you send your cancellation notice by registered or certified mail, return receipt acknowledging your cancellation. To be effective, your cancellation must be postmarked or hand delivered by midnight on _____ and must include all contract forms and any and all other documents and evidence of membership previously delivered to you.

Do not sign this contract if there are any blank spaces above. By signing below, you agree you have read and fully understand the terms of this agreement on both pages, including the Waiver and Release. You acknowledge all cancellations are subject to the fee stated. You acknowledge receipt of a fully completed copy of this contract, executed by both you and a representative of Fit Miss LLC.

Membership Begins: ____ / ____ / ____ Membership Expires: ____ / ____ / ____

Signature: _____ Fit Miss LLC Rep: _____ Date: _____

**DO NOT SIGN THIS AGREEMENT UNTIL YOU READ AND AGREE TO THE FOLLOWING LANGUAGE.
IT CONTAINS A WAIVER AND RELEASE TO WHICH YOU WILL BE BOUND.**

Waiver and Release

Use of the equipment in this facility is inherently dangerous. You will be using heavy weights and machinery with moving parts. By entering into this agreement, you understand and agree that use of this facility, including, but not limited to gym facilities, rooms and studios, as well as any and all equipment contained therein, and participation of loss. You understand this an advanced fitness facility, and instruction in the use of the equipment is not included in your membership. This facility, its owners, agents, and employees will not be liable for any injuries or damages you sustain to yourself or your property or sustained by any guest you bring upon the premises arising from use of the facility, its equipment or activities performed on the premises. You agree to release and discharge this facility, its owners, agents, employees, affiliates and successors from any and all claims, injuries, loss or causes of action (known or unknown) arising out of or during the use of this facility described herein as well as use of all equipment contained therein and participation in any class, exercise, personal training, or instruction, including those arising from the negligence of this facility, its owners, agents, employees, affiliates and successors. You also agree to defend, indemnify and to hold the facility, its owners, agents, employees, affiliates and successors harmless from all such claims, injuries, loss or causes of action as described above, whether to you or to your guest. You understand your agreement to this waiver and release provision is additional consideration for the facility to enter into the membership agreement with you. If you have a history of heart disease, you should consult a physician before joining this or any health club or spa.

It is agreed that this facility, its owners, agents, employees, affiliates and successors shall not be responsible or liable to you or your guest for articles lost or stolen in the gym nor shall they be liable for loss or damage to any other property, including automobiles or other forms of transportation used by you or your guest, including contents contained therein. In addition, this facility, its owners, agents, employees, affiliates and successors shall not be liable to you or your guest for damages caused by another member of this facility or their guest or a member of the public while on the grounds or premises of this facility.

Tanning and Sauna Waiver

If the MEMBER(s) elects to make use of the CLUB tanning and Sauna facilities, he does so at his own risk.

Tanning Agreement

DANGER - ULTRAVIOLET RADIATION - Follow instructions. Avoid over-exposure. As with natural sunlight, overexposure can cause eye and skin injury and allergic reactions. Overexposure may cause premature aging of the skin and skin cancer. Wear protective eyewear. **FAILURE TO WEAR PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR LONG-TERM INJURY TO THE EYES.** Medications or cosmetics may increase your sensitivity to ultraviolet radiation. Consult a physician before using sunlamps if you are using medications or have a history of skin problems or believe yourself especially sensitive to sunlight. If you do not tan in the sun, you are unlikely to tan from the use of this product. I understand that there is a risk to tanning. I have been shown proper tanning procedures. I have read this warning.

You acknowledge you have read and understand this release and waiver agreement and freely consent to its terms. You understand it is a waiver of liability. You are waiving any current or future right you may have to sue the parties released herein. **THERE ARE DEFINITE RISKS WHICH CANNOT BE AVOIDED ASSOCIATED WITH THE ACTIVITIES TO BE PERFORMED AT THE FACILITY WHICH IS THE SUBJECT OF THIS AGREEMENT.** It is your intent to give full implementation and enforcement of all provisions of this agreement.

Rules and Regulations

You acknowledge you have read and will comply with the rules and regulations of Fit Miss Personal Training and Health Club (herein after referred to as Fit Miss). You acknowledge this document comprises the entire agreement between yourself and Fit Miss LLC. It consists of two pages and no other agreement shall change this one unless in writing and signed by both yourself and Fit Miss LLC management. You understand your membership is non-transferable and you are the only one authorized to use this membership. You understand any class schedules or instructors, training staff, and hours of operation are subject to change at any time without advance notice. You understand all members are responsible for checking in at the front desk upon entering Fit Miss. You understand the staff may ask to see photo identification at any time to confirm the identity of person listed on membership; entry may be denied to anyone refusing to supply ID. No other person than a certified Fit Miss trainer may conduct training of any Fit Miss member or guest. Any person impeding the business of Fit Miss will lose her right to membership. No member may rely on oral representations in entering into this agreement and this agreement constitutes the entire agreement.

Transferring and Assignment of Contract

We may sell, assign, or transfer our right to receive payment from you to a finance company, bank, individual, corporation, or other institution. You will be notified of such a transfer. You may not sell, assign, or transfer a membership or any right thereof.

Default

You are in default of this agreement if: (1) You or any other member covered by this contract fails to obey any present or future club rule or (2) We do not receive an installment payment on or before its due date.

In the event you default on this agreement, including the violation of any rule in effect, we may suspend or revoke your membership privileges. Additionally, should default be made on any monthly installment, the entire remaining balance due hereunder shall immediately be due and payable to Fit Miss LLC. At the option of Fit Miss LLC, the balance due shall bear an interest rate of 18% per annum from the date of default regardless of whether or not you use the facilities of Fit Miss, or you may be charged 18% annum on any installment that is more than 10 days past due (on or before its due date). You also agree to pay for all cost of collection, including but not limited to, collection agency costs, court costs, and reasonable attorney fees, if necessary. A \$30 fee will be charged on any returned check.

Freezes

You are allowed to freeze each one-three year paid-in-full membership up to three times per year. Monthly EFT memberships are still responsible for monthly dues while frozen; however, the free time will be added to the end of the membership. Freeze requests and releases must be submitted in writing on a Freeze Form at Fit Miss LLC. Any freeze has a maximum of three months per freeze and will be automatically unfrozen. A \$5 fee is required to freeze/release a membership.

Recurring Payment Memberships (EFT)

If you decide to cancel your EFT form of payment during an active contract period, a 30-day written notification must be provided to Fit Miss LLC to cancel this form of payment. In doing so, you agree to pay the remaining balance due on the contract in full immediately (no later than twenty days following this notification) upon the cancellation of the EFT.

Cancellations

All memberships are non-refundable other than the approved seven-day cancellation described on the front page of this agreement. You may, however, cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex or vice versa. Changes including, but not limited to; hours, classes, staff, and equipment available, are not substantial and do not provide cause to cancel. To cancel, send written notice of your cancellation to the address provided in this contract for sending notice of cancellation. The best way to cancel is to keep a photocopy and sending the cancellation with required materials listed on the front page by registered or certified mail, return receipt requested. Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract. In the event Fit Miss LLC ceases operation and fails to offer an alternate location, substantially similar, within ten miles. Fit Miss LLC shall not be deemed out of business when temporarily closed for repair and renovation of the premises: (a) upon sale, for not more than 14 consecutive days or (b) under current ownership for not more than two periods of seven consecutive days in a calendar year. In the event we go out of business, you should contact the Department of Agriculture and Consumer Services within 60 days of that date.

If you become totally and permanently disabled during your membership term, you may cancel this contract. As well, if you should die during the membership term or any renewal term, your estate may cancel this contract. In either case, Fit Miss LLC is entitled to the reasonable predetermined fee in such event, in addition to an amount equal to the value of the services made available for use. This rate is computed by dividing the total cost of your membership by the total number of months expired in the membership term. Reasonable proof of death or disability may be required in writing by your estate or by a licensed physician, provided the diagnosis or treatment is performed by such physician and is within the physician's normal scope of practice. If you permanently relocate more than 25 miles from Fit Miss LLC, you may cancel your membership through the cancellation procedures. Failure to use your membership and/or our programs and facilities does not relieve you of your payment obligation, regardless of the circumstances, except as provided in the agreement and not ever in retrospect.

Cancellation Procedures

The procedure to cancel membership includes completing a cancellation form and 24-hour key fob, if applicable, giving full payment for any unpaid dues or indebtedness, submitting sufficient proof of relocation (two of deed of sale, lease agreement, utility bills, state issued identification), and payment of a cancellation fee of \$149.99 or two months membership fee, whichever is greater.

State law requires we inform you that should you choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event Fit Miss LLC ceases to conduct business. Health Spas do not post a bond, and no other protections may be provided to you should you choose to pay in advance.

Date: _____ Signature: _____