

Add your
Logo here

Your Company name and
Address Here

Club # HS9381 New Renewal Replacement/Upgrade

Alternate Account # _____ Salesperson's Initials

Card Codes

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, national origin, sex or 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.

(A) BUYER INFORMATION ONLY – TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

Name: _____

Email: _____

Phone: _____

I elect to pay my monthly dues via (check one):
 Electronic Funds Transfer (EFT) from my Bank Account
 Electronic Funds Transfer (EFT) from my Credit Card

Emergency Contact Name:

Emergency Contact Number: ()

(B) TO BE FILLED OUT BY CLUB EMPLOYEE

1. Your agreement begins on ____/____/____,
 2. This agreement requires a 30-day written notice to cancel.
I understand the notice to cancel is 30 days, and as such the next membership payment will be automatically drafted if this notice is no less than 30 days from the next draft date. Example: if member's draft date is on the 20th and gives cancellation notice on October 25th, the last membership payment will be November 20th)
 Initials _____
 3. This is a monthly membership that is billed on a weekly basis.
 This membership Requires a 30-day notice to freeze the account.
 Initials _____

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month:	Amount of Monthly or Weekly Payments:	Number of Monthly Payments :	First Payment Due Date-ASF Collects:

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

WAIVER AND RELEASE OF LIABILITY: The Club urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Club shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims.

Member's Signature _____

****NOTICE** THIS INITIAL CONTRACT SHALL NOT BE FOR A PERIOD IN EXCESS OF 36 MONTHS, AND THEREAFTER SHALL ONLY BE RENEWABLE ANNUALLY, WITHIN 60 DAYS BEFORE THE EXPIRATION OF THE CONTRACT IN EFFECT. THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH BUYER ACKNOWLEDGES THAT HE OR SHE HAS READ. YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.**

Buyer's Signature _____

Member's Signature _____
(if different from buyer)

Club Representative _____

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$10.00 fee will be added to each monthly installment to cover the costs of processing and handling.

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

(* Must attach voided check.) or (**Must attach deposit slip.) Checking* Savings** MasterCard Visa Am Ex Discover

Credit Card # _____ Expiration Date (If Credit Card) ____/____
 CVV _____

Billing Zip Code _____

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

Bank Name _____ Address _____ Bank Phone () _____

Authorized Signature _____
 Date _____

NOTICE

CLIENT AGREES THAT USE OF ALL FACILITIES WILL BE AT CLIENT'S RISK. CLIENT WAIVES ANY CLAIMS FOR INJURY TO CLIENT OR FOR DAMAGE, LOSS OR THEFT OF CLIENT'S PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY FACILITY (INCLUDING PARKING AREA). CLIENT ASSUMES ALL LIABILITY IN THE EVENT HIS/HER GUEST (OR GUESTS OR ANY FAMILY MEMBER) IS INJURED OR SUSTAINS ANY LOSS.

Client will have the right to use the facility subject to the terms and conditions herein and to all rules and regulations of (Company Name Here) as posted and available, which are currently in effect or which may be in effect in the future. The facilities, equipment, locations (any change of location less than five (5) miles from the location designated in the contract), hours, service, rules, regulations and policies may be changed or discontinued without notice or liability to Client at any time. Client is not relying on oral representations in entering into this contract and this contract constitutes Client's entire agreement. No modifications of this contract will be effective unless in writing or signed by Client and a representative of (Company Name Here) management (Manager or Assistant Manager). Client privileges may be suspended for a breach of rules and regulations, undesirable behavior or violation of the terms and conditions of this contract. The failure of any provision of this contract shall not affect the enforceability of the remaining provisions. Client acknowledges receipt of an exact copy of this contract at the time of execution, and that all blanks were completed and filled in, and that Client has read the disclosure contained herein prior to signing the contract.

CONSUMER'S RIGHT OF CANCELLATION: Client may cancel this contract without penalty or obligation within three (3) business days, exclusive of holidays and weekends, from the contract date. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3-day provision. This contract may also be canceled upon proof of the death of the client or upon a doctor's written orders in the event client should become physically unable ever again to make use of a substantial portion of the offered services with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks remaining in the contract term. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to (Company Name Here) a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. Client may cancel this contract if all services cease to be offered as listed in this contract. If client cancels this contract for either of these reasons (Company Name Here) may keep only a portion of the contract price. Client may notify (Company Name Here) of client's intention to cancel under provisions of "CONSUMER'S RIGHT TO CANCEL" by notice to (Company Name Here) set forth above by written notice (registered or certified mail) or in person. Notice of intent to cancel by the buyer shall be given in writing to (Company Name Here). Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom (Company Name Here) has subrogated or assigned the consumer's contract. If (Company Name Here) wishes to enforce such contract after receipt of such showing, it may request the department to determine the sufficiency of the showing. (Company Name Here)'s certification must be completed by the Doctor to comply with MEDICAL right of cancellation as noted in Consumer's Right of Cancellation" paragraph above.

In the event (Company Name Here) ceases doing business and fails to provide similar facilities of equal quality located within five (5)

driving miles of the business location designated in such contract at no additional cost to the buyer within thirty (30) days, or moves its facilities more than five (5) miles from the location designated in the contract, (Company Name Here) agrees, upon written

request from Client, to cancel the Contract and refund such portion of the contract fee which has been paid to (Company Name Here),

computed by dividing the total fee actually paid by the number of days in the contract term for which payment has been received and multiplying the result by the number of days remaining in the contract term for which payment has been received. The business location shall not be deemed out of business when temporarily closed for repair and renovation of the premises, upon sale, for not more than fourteen (14) consecutive days, or during ownership, for not more than seven (7) consecutive days and not more than two periods of seven (7) consecutive days in any calendar year. The client is advised that should (Company Name Here) go out of business, the client should contact the Florida Department of Agriculture and Consumer Services within sixty (60) days of such closing for information. This contract is entered into and signed with Client's complete understanding and acceptance of (Company Name Here) Rules and Regulations as noted herein. Client further agrees to abide by said Rules and Regulations as well as other Rules and Regulations currently governing (Company Name Here) now or as changed in the future.

THIS CONTRACT IS EFFECTIVE UPON SIGNING AND CANNOT BE CANCELED BY CLIENT EXCEPT AS PROVIDED ABOVE.

Contract is valid upon acceptance by Management of (Company Name Here) and issuance of Client card. The signature of an authorized manager is required. (file copy only).

SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH 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 THIS STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS STUDIO IS NOT REQUIRED BY (Your State Here) LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

If (Company Name Here) requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of (Company Name Here), the club shall provide the buyer with the means of such identification.