



Club #: 0111 - Springfield

Membership Agreement

| |
|--------------------------|
| Office Use Only |
| Transaction Number _____ |
| Payment Method _____ |

Membership # _____

Date: ____ / ____ / ____

First Name _____ Middle Initial _____ Last Name _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Work Phone _____ Emergency Phone _____

Birth Date _____ Gender _____ Barcode Number _____ E-Mail Address _____

Employer _____ Occupation _____ How did you hear about us? _____

BASIC

Commitment: None. Cancel any time.

You Pay (plus tax):

- \$59 Joining Fee
- \$10 Monthly Dues
- \$30 Annual Fee Due 30 days after joining and on the same date every year thereafter.

You Get:

- Unlimited Access to all 10 Fitness Locations
- Fitness Assessment

1. **Joining Fee:** \$ _____

2. **1st Month:** \$ _____

PREMIUM 12 MONTH

Commitment: 12 Months, then cancel any time.

You Pay (plus tax):

- \$19 Joining Fee
- \$20 Monthly Dues
- \$30 Annual Fee Due 30 days after joining and on the same date every year thereafter.

You Get:

- Unlimited Access to all 10 Fitness Locations
- Unlimited Group Exercise Classes
- Unlimited Tanning (Must be 18 or older)
- Fitness Assessment

3. **Other:** \$ _____

4. **Subtotal:** \$ _____

By submitting this agreement, you have authorized the club to bill your bank account or credit card for your monthly dues and annual fees, plus applicable sales tax. A service charge will be applied for each month your dues are returned uncollectible. Your first monthly dues will be drafted on the ____ day of _____, 20____ (month and year) and will be drafted on the same day of each month thereafter.

5. **Sales Tax:** \$ _____

6. **Total:** \$ _____

Membership Changes: Member may upgrade from Basic to Premium 12 Month at any time. There is no fee to upgrade but the member will be committing to a minimum of 12 Months of Premium 12 Month membership starting the day they upgrade.

Member may downgrade from Premium 12 Month to Basic before the 12 month term has been fulfilled by paying a downgrade fee of \$79. After the 12 month term has been fulfilled, the member may downgrade to Basic at no cost.

Hours of Operation: Open & Staffed Continuously: Monday at 5am - Friday at 10pm, Saturday & Sunday at 8am - 8pm. These are normal hours, which may change during holidays or inclement weather.

Cancellations. Basic members may cancel their membership at any time by filling out a cancellation form at any 10 Fitness at least three business days before the draft date and paying any past due balance.

Premium 12 Month members are committing to a minimum of 12 Months. After 12 Months, the member can cancel any time by filling out a cancellation form at any 10 Fitness at least three business days before the draft date and paying any past due balance. Premium 12 Month members who have not fulfilled their 12 month commitment, and who do not fall under the Missouri Cancellation Statutes on the back of the agreement, may cancel by paying a cancellation fee of \$79 in addition to any past due balance and filling out a cancellation form at any 10 Fitness at least three business days before their next draft date.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

| | | |
|------------|--|---|
| | <p>PLEASE ATTACH A VOID OR BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT</p> <p>I/We hereby request the privilege of paying to ABC Financial Services, Inc ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of _____</p> | <p>REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS</p> |
| | <p>(Name as shown on account) _____</p> <p><input type="checkbox"/> American Express <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/> Diners Club</p> <p>Credit Card Acct. # _____ Exp. Date ____/____/____</p> <p><input type="checkbox"/> Checking Acct. <input type="checkbox"/> Savings Acct. _____</p> <p>BANK NAME _____</p> <p>ROUTING NUMBER (9 Digits) _____</p> <p>ACCOUNT NUMBER _____</p> <p><small>Subject to the following conditions: (1) The items shall be drawn on or about the date or dates of the Payment Schedule. The transactions on your bank statement will constitute receipts for payment on your account. (2) If the regular payments set forth on the Payment Schedule should vary in amount, you are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, you choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment. (3) By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for your review at the Company's website: www.abcfinancial.com under terms and conditions. (4) The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation. (5) If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Schedule). (6) A service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payment become past due. (7) This preauthorization payment arrangement shall apply to the following Applicant(s): _____</small></p> | |
| Date _____ | Account Holder Signature _____ | |

Club Representative _____

Customer Signature _____

Parent/Legal Guardian (If Customer is under 18) _____

TERMS AND CONDITIONS OF MEMBERSHIP

Physical Condition. I certify to 10 Fitness that I am in good physical condition. I have no physical impairment or disability that would prevent me from, or would be adversely affected by, using facilities, equipment, or physical conditioning programs. I recognize that neither 10 Fitness, nor its management, nor its employees are licensed medical practitioners. I acknowledge that neither 10 Fitness, nor its management, nor any of its employees have made any statements to me as to medical treatment. I also acknowledge that they do not have the authority to make these types of statements.

RELEASE AND WAIVER OF LIABILITY. I understand and acknowledge that weight, cardiovascular, aerobic training, cross-training, fitness classes and related activities can be hazardous and can result in injuries. I assume all risk of injury or damage of any kind incurred or suffered while on the premises and additionally assume all risk of injury or damage of any kind that may develop or be discovered after leaving the premises. I agree to **RELEASE, DISCHARGE AND AGREE NOT TO SUE** 10 Fitness or its owners, employees, agents, instructors, or independent contractors for any claim, loss, damages or cause of action which I may have as a result of injuries, health conditions or damages sustained while on the premises or injuries, health conditions or damages that may develop or be discovered after leaving the premises. I agree this **RELEASE, DISCHARGE AND AGREEMENT NOT TO SUE** applies whether or not the injuries, health conditions, or damages are caused by the negligence of 10 Fitness or its members, owners, employees, agents, instructors, or independent contractors.

Membership Rights: Membership to 10 Fitness gives the Member the right to use exercise equipment, group exercise classes, childcare services, locker rooms, and personal training services subject to the terms of this Agreement. 10 Fitness does not allow personal trainers who are independent contractors and not employees of 10 Fitness to engage in personal training at 10 Fitness facilities.

Missouri Cancellation Statutes

1. If you wish to cancel this contract, you may cancel by delivering written notice to 10 Fitness by certified mail, return receipt requested. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to: 10 Fitness, 1448 S Glenstone Ave, Springfield, MO 65804.
2. To cancel a contract the buyer shall notify 10 Fitness of cancellation in writing, by certified mail, return receipt requested, or personal delivery, to the address specified in the contract. All moneys to be refunded upon cancellation of the contract shall be paid within thirty days of receipt of the notice of cancellation. If the customer has executed any credit or lien agreement with 10 Fitness to pay for all or part of health spa services, any such negotiable instrument executed by the buyer shall also be returned within thirty days after such cancellation.
3. This contract may be cancelled if the buyer dies or becomes permanently disabled and unable to use a substantial portion of the services for sixty or more consecutive days. Upon receipt of such notice, 10 Fitness shall refund to the buyer funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. In the case of disability, 10 Fitness may require the buyer to submit to a physical examination by a doctor agreeable to the buyer and 10 Fitness.
4. The term of the membership may be extended for time loss due to temporary disability. In the case of disability, 10 Fitness may require the buyer to submit to a physical examination by a doctor agreeable to the buyer and 10 Fitness.
5. Any health spa which relocates to a location that is ten miles from the location designated in a health spa contract or which goes out of business prior to the expiration of a buyer's contract without providing alternative health spa services at another location within ten miles of the location designated in the contract shall be required to refund to the buyer funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. This provision shall not apply to any health spa that has been sold provided there has not been a lapse in service for more than thirty days.

10 Fitness Conditions for Cancellation

- A. Member may cancel within three business days from the date the membership agreement was signed by completing the Membership Cancellation Form at 10 Fitness and all prepaid fees shall be refunded within 30 days.
- B. Member may cancel any membership by filling out the Membership Cancellation Form at any 10 Fitness location. Member is responsible for any past due balance and any payments that fall within 3 business days of 10 Fitness receiving their completed Membership Cancellation Form.
- C. A \$79 cancellation fee will apply to Premium 12 Month members who cancel before their 12 month commitment has been completed and do not fall under the Missouri Cancellation Statutes listed above. The \$79 cancellation fee will be waived on members who provide proof of a move over 30 miles from any 10 Fitness location, via a current utility or lease for their new residence.
- D. All cancellation notices must be made by the member completing the Membership Cancellation Form in full. If Member cancels membership after three business days, any enrollment fees or other payments already collected will be forfeited.

Rules

1. Members must be at least 16 years old. Children under 16 are not allowed in workout areas or in tanning equipment.
2. Members must enter and exit the building through the main entrance. Membership cards must be scanned each time Members enter the club. The card is for the sole use by the member to which the card was originally issued. Unauthorized use of the membership card will result in termination of membership.
3. Damage to club property will be paid for by any member who willfully or neglectfully causes such damage. Members are responsible for damage incurred by dependent children.
4. All members use the facilities at their own risk. The club is not responsible for any injuries sustained while using the facilities.
5. Proper etiquette, language, and courtesy are to be observed at all times. Dropping weights is strictly prohibited. Management reserves the right to ask members to leave the club premises if proper conduct is not being observed. Management also reserves the right to terminate the membership of any member whose conduct is deemed inappropriate by the manager.
6. Proper athletic footwear must be worn at all times. Proper attire must be worn at all times for the exercises or activities being performed. Men must wear shirts at all times. Members must wear protective eyewear while using tanning equipment.
7. Inquiries regarding lost articles should be made at the front desk. Any items that are found should be returned to the front desk. 10 Fitness is not responsible for lost, damaged, or stolen items.
8. Lockers are for day use only. Locks that are left overnight will be clipped and the contents will be donated to a local non-profit organization.
9. The rules may change from time to time as determined by 10 Fitness.

Default and Late Payments. A default occurs when any payment due under this agreement is more than ten days late. A service fee will be charged immediately for any check, draft, credit card, or order returned for insufficient funds or any other reason. Should any monthly payment become more than ten days past due, you will be charged a late fee. If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Financial Services, Inc., reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Reactivating a membership that has been cancelled by the Member will require payment of a new joining fee plus sales tax. Reactivating a membership that has been cancelled by the club due to an unpaid balance will require the payment of the unpaid balance or a new joining fee plus sales tax, whichever is less.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

TANNING WAIVER

DANGER – ULTRAVIOLET RADIATION

- Follow instructions.
- You must be at least 18 years old.
- Avoid overexposure. As with natural sunlight, overexposure can cause eye and skin injury and allergic reactions.
- **REPEATED EXPOSURE MAY CAUSE PREMATURE AGING OF THE SKIN AND SKIN CANCER.**
- **MEMBER MUST WEAR PROTECTIVE EYEWEAR.**
- **FAILURE TO USE PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR LONG TERM INJURY TO THE EYES.**

-Medications or cosmetics may increase your sensitivity to the ultraviolet radiation. Consult a physician before using sunlamp or tanning equipment if you are using medications or have a history of skin problems or believe yourself to be especially sensitive to sunlight.
-If you do not tan in the sun, you are unlikely to tan from the use of this product.
-Consumers should report to the agency any injury for which medical attention was sought or obtained resulting from the use of registered tanning equipment. This report should be made within five working days after the occurrence.

Prior to initial exposure, Member was given the opportunity to read the warning above. Member believes to the best of their knowledge that the information contained is fully understood.

Member affirms, acknowledges and attests that Member's mailing address, telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that 10 Fitness and ABC Financial Services, Inc., including its agents and affiliates, may contact Member at any mailing address, phone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to 10 Fitness and/or ABC Financial Services, Inc.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.