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| REBEL FITNESS GYM CONTRACT |
| **Important Notice:**  Rebel Fitness, LLC is independently owned & operated. This is an Agreement under which you agree to become a Member of Rebel Fitness. It is made up of this Important Notice, the Details section, the attached Terms and any other document attached or referred to, including our Gym Rules, and our Privacy Policy. When you sign this Agreement, you are entering into a legally binding contract with us. This Agreement sets out your rights to use our Facilities and Services and the responsibilities you have to comply with as a Member. **These responsibilities, including payment of Membership Fees, do not depend on how often you use our Facilities and Services.** What is set out in this Agreement overrides any statements made by you or us before you signed it so you should read through it fully to make sure it reflects your expectations. If you are unsure whether any statements that you have relied on are part of this Agreement, or if you have any queries regarding this Agreement, please ask us before you sign.  **REBEL FITNESS LLC**, “REBEL FITNESS”, “US”, “CLUB”, “GYM” “OUR”, “WE”, ET AL  405 EVANS ST SLOAN, IA 51055  EMAIL- [SIOUXLANDREBELFITNESS@GMAIL.COM](mailto:SIOUXLANDREBELFITNESS@GMAIL.COM)  Website- SiouxlandRebelFitness.com  712.212.3977  **MEMBER**, “YOU”, “YOUR” ET AL |
| **THIS AGREEMENT IS SUBJECT TO A 3 DAY BUYER’S RIGHT TO CANCEL PERIOD**  You may cancel this transaction within 3 business days from \_\_\_\_\_\_\_\_. If you cancel, any payments made under this contract, less $20 and any negotiable instrument executed by you will be returned within 45 days following receipt by Rebel Fitness of your written cancellation notice and any security interest arising out of the transaction will be canceled. After you cancel, Rebel Fitness may request the return of all contracts, membership cards, key fobs and other documentation of active membership. To cancel this transaction send a signed or written notice of this cancellation notice or any other written notice by certified or registered mail to PO BOX 6 Sloan, IA 51055 or via email to [siouxlandrebelfitness@gmail.com](mailto:siouxlandrebelfitness@gmail.com) no later than midnight on \_\_\_\_\_\_\_\_\_\_\_\_\_. |
| **SUMMARY OF KEY TERMS** |
| Some of the key terms of this Agreement are summarized below.  You must refer to the noted clause or provision for full details:  **Cooling Off:** You can cancel this Agreement within 3 days from the Start Date by giving us written notice.  **Your Safety**: You agree to give us all relevant health and fitness information before or during any exercise. Each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should seek medical guidance  **Access:** When you join Rebel Fitness you will receive a key fob that allows you 24-hour access.  **Membership Transfer and Assignment of this Agreement**: You may transfer your current Membership and this Agreement to a person that is not already a current/active Member of Rebel Fitness. Transfer must be approved by Gym Owner/Manager and New Member must agree to current terms and conditions.  **Putting Your Membership On Hold:** In any 12 month period you can usually ‘freeze’ your Agreement once for up to 3 months. If we agree, you may freeze your Agreement more than this one time for travel, medical or hardship reasons but must give us proof. The minimum freeze period is one billing period (or 2 weeks if you have pre-paid your Membership Fees). Your Membership will be extended by the freeze period. A weekly Freeze Fee of up to $2.50 may apply.  **Canceling in the Minimum Term for Medical Reasons:** You can cancel your Membership in the Minimum Term if you contract a serious illness or a permanent physical incapacity which is confirmed by a doctor and you pay the Administration Fee which is the same as your Membership Fees for 30 days.  **Canceling in the Minimum Term for Other Reasons**: You can cancel for your convenience if you pay the Cancellation Fee which is the higher of 50% of the balance due for the Minimum Term or a sum equal to 30 days Membership Fees. You can also cancel on notice of 30 days if you relocate more than 20 miles away from Rebel Fitness and give us proof.  **Canceling an Ongoing Agreement After the Minimum Term:** You may cancel on 30 days written notice  **Not Enough Money in Account When Fees Are Due:** Your bank or credit provider may charge you a fee for overdrawing your account. Rebel Fitness also charges a $35 **Key Fob Re-Activation Fee** for each occurrence. |
| **DEFINITIONS** |
| **Administration Fee**: the Fee payable as set out in the Details.  **Agreement**: this Agreement as described in the Important Notice. Rebel Fitness, LLC owns the system, trademark and other intellectual property.  **Cancellation Fee**: the Fee payable as set out in Details, to cancel membership.  **Club**: the interior and exterior owned/operated by Rebel Fitness, LLC & its personal property.  **Club Rules**: the rules that are referred to in Details.  **Direct Debit Amount**: what you agree to pay by direct debit each month as set out in the Details. **Direct Debit Payment Agreement**: the billing agreement you enter into with Rebel Fitness, LLC & its banking services/providers to provide billing services.  **Essential Term**: a term of this Agreement that is so important you would not have signed the Agreement without it, for example, a requirement that the Facilities and Services are available 24 hours a day 7 days a week (subject to the Special Conditions for 16 and 17 Year Olds). If there is a disagreement as to whether a term is an Essential Term, the matter will be reasonably determined by Rebel Fitness, LLC.  **Facilities and Services**: includes Club premises and all exercise areas, bathrooms, equipment, weights, benches, machines, mats and any programs, products, classes and services that you may use (excluding services referred to in Details)  **Fees**: fees that apply under this Agreement as set out in the Details.  **Key Fob** : the access key that allows you to access Club.  **Key Fob Fee**: the fee payable as set out in the Details.  **Key Fob Re-Activation Fee**: the amount payable as set out in the Details.  **Important Notice**: the part of this Agreement described as this.  **Member**: a Club member.  **Membership**: another word used to refer to this Agreement.  **Membership Fees**: the fees you pay to access the Facilities and Services set out in the Details. **Minimum Age**: the minimum age to become a member and use the Facilities and Services.  **Minimum Term**: the minimum term as set out in the Details.  **Ongoing Agreement**: an agreement that continues on an ongoing basis after the Minimum Term until terminated under Details.  **Pre-Exercise Questionnaire**: the questionnaire or other screening we may require you to answer before using the Facilities and Services.  **Start Date**: when this Agreement starts as set out in the Details.  **Special Conditions for 16-17 Year Olds**: the special conditions set out in the document headed “Special Conditions for 16-17 Year Olds” and referred to in Details.  **Staffed Hours**: this is a non-staffed Club.  **Unauthorized Guest Fee**: the Fee you will be charged if you allow another person to access a Club without permission. |
| **DETAILS** |
| **GYM/CLUB RULES**  **JOINING AND ACCESS** When you join our Club, you will need to give us information noted in the Details and provide us with photographic identification. If you join under a particular offer, such as a corporate offer, you will also need to give us proof that you are eligible for that offer. On joining we will give you a Key Fob that will let you access and use our Club and the Facilities and Services.  **BUYER’S RIGHT TO CANCEL** If you change your mind after joining, you have 3 days to cool off or cancel your Membership starting on the Start Date. To be effective, you must let us know in writing at any time during this 3-day cooling off period. Your written cancellation can be given to us personally or by e-mail. If you cancel your Membership under Details, we will charge you the Key Fob Fee and fees for any services or products already supplied but the Joining Fee and Membership Fees will be refunded.  **MINIMUM AGE** For safety and security reasons you must be at least 18 years old to become a Member. However, if you are 16 or 17 years of age, and both you and your parent or guardian agree, you may join us.  **HEALTH AND SAFETY AND ACCEPTABLE CONDUCT**  **Your physical condition:** When you sign this Agreement and each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Facilities and Services until you have sought appropriate medical guidance and been given the go-ahead. You agree to give us all relevant personal health and fitness information both before and during the course of any exercise program or other activity. You also agree to complete our Pre-Exercise Questionnaire. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death. You promise that the information you give us will be true and accurate and not misleading in any way. You must not use the Facilities and Services if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other Members, guests or staff. We may suspend or cancel your Membership if we have reason to suspect that you have not complied.  **Your Key** **Fob** You will need your Key Fob to access the Club and must swipe this each time you use the Facilities and Services. If you lose or forget your Key Fob please notify us promptly to turn your current key fob off and provide you with a new key fob. You will be charged a Key Fob Re-Activation Fee for each occurrence. You should not ask or expect another person to let you into the Club at any time. You must not let anyone else into the Club without the approval of Club staff or let anyone else use your Key Fob. If you break this term, your Membership may be suspended or canceled.  **Orientation** You may be required to participate in a Member Orientation to familiarize you with the Facilities and Services before you use them.  **Proper use of equipment** You promise to take care to use the Facilities and Services safely and properly. If you are ever not sure how to operate any equipment properly, you agree to ask Club staff first.  **Cleaning of equipment** You agree to wipe down equipment before and after use. Best practice is to allow equipment to fully dry before using it after another Member. Supplies provided by Club.  **Guests** You may bring a guest into a Club but only if they register with Club staff, buy a Day Pass and meet our other reasonable conditions. For example, they will need to be the Minimum Age, show photo ID, complete the Pre-Exercise Questionnaire and other standard forms.  **Club Rules** Club Rules apply to everyone using the Facilities and Services. They are usually displayed in the Club. Club Rules form part of this Agreement so you must make sure you read, understand and follow them at all times. If you break any of the Club Rules we will respond in a way we consider fair and appropriate. For example, in less serious cases, we may give you a warning but in serious cases or where you have repeatedly broken Club Rules we may suspend or cancel your Membership. If your breach causes us or another person costs, loss or damages, you agree to pay for these.  **Illegal performance enhancing or other illicit substances** You acknowledge that the distribution or use of illegal or performance enhancing drugs is prohibited and promise that you will not use or distribute these substances in or near the Club.  **Commercial activity** You acknowledge that engaging in any commercial or business activities in the Club, such as offering training services or selling goods in the Club is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.  **Action for risky or inappropriate conduct** If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other Members without our authorization, appropriate action will be taken. For example, your Membership may be immediately suspended or canceled (with a Cancellation Fee potentially applying), you may be banned from rejoining the Club and/or we may refer the matter to appropriate authorities. If your conduct causes us or another person costs, loss or damages you agree to pay for these.  **SECURITY**  **Cameras** Rebel Fitness has cameras recording 24-hours a day (except in bathrooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm. You should contact the Club if you have questions on this.  **Emergencies** Rebel Fitness has a panic button and automatically locking doors for safety and security reasons and to alert a security company in emergencies. You agree to use it only in an emergency. If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use.  **Be cautious** You must be cautious when entering or leaving. Report inclement sidewalks or conditions as soon as possible to siouxlandrebelfitness@gmail.com  **Following Directions** You agree to follow any reasonable direction of Club staff relating to health, safety or security matters or related matters.  **PRIVACY**  **Your personal information** When you apply for Membership, you will need to provide us with, and we will have access to personal information about you, including information relating to your health and finances. Your information will be stored in secure locations and only shared with staff necessary to complete their job duties.  **General consent** By signing this Agreement, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our privacy policy. In particular, you consent to the transfer and storage of your personal information.  You can access our Privacy Policy at siouxlandrebelfitness.com  **Up to date contact information** You must tell us promptly if you change your contact or payment details or if there is a change to other relevant personal information, including anything that may affect health or safety.  **Consent to use your image** You understand that photos, films, videos, or audio recordings are sometimes taken of Members for promotional purposes. Your permission will first be obtained if this is done.  By signing this Agreement, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us.  As noted, camera recording is used in Clubs (except in bathrooms). Members and guests are not allowed to take photos and/or videos in Clubs unless specific permission is granted by the Club.  **CHANGES TO MEMBERSHIPS**  **TRANSFER** Your Membership may be transferred to another person who is not a current Member but only if we agree, your account is up to date, and the person you transfer to: is eligible to become a Member; is able to take up your Membership (for example, if you have a corporate Membership); signs a new agreement to become a Member for at least the balance of the Minimum Term; and pays Membership Fees for at least the balance of the Minimum Term, or enters into a  Direct Debit Payment Agreement if these Fees are to be paid periodically by direct debit; and pays other applicable Fees such as a Key Fob Fee and a Joining Fee. If our transfer policy is changed, we will use our reasonable efforts to give Members prior notice of the change.  **PUTTING YOUR MEMBERSHIP ON HOLD** You may temporarily suspend or freeze your Membership for any reason if your account is up to date and it has more than 2 weeks left. In any 12 month period you may freeze your Membership one time for up to 3 months. We may agree to freeze your Membership for more than the one time period for travel, medical or hardship reasons but you must give us proof (such as supporting documents) to our reasonable satisfaction. The Freeze Fee usually applies during any freeze period. While your Membership is frozen, the Minimum Term will be extended for the same time as the freeze period. Direct debit payments that fall in the freeze period will also be frozen (except the Freeze Fee).  **WHEN YOU CAN END THIS AGREEMENT** If you need to notify or tell us anything in writing under this clause: you can give this to us in person, by e-mail or post; Your notice must include your name, Club, address, phone, e-mail, ID details and signature and explain why you wish to cancel; and you must also attach any required proof such as a medical certificate. Canceling your Membership on or after the end of the Minimum Term, you need to provide a 30 day written notice. We may contact you before your Agreement ends to discuss renewal. If you choose to renew your Membership or sign a new agreement before the Minimum Term ends, a Joining Fee will not apply. If this is an Ongoing Agreement, it will continue after the Minimum Term unless you tell us in writing at any time (but at least 30 days) before the end of the Minimum Term that you wish to cancel your Membership. If you tell us before the end of the Minimum Term but it is less than 30 days before, your Membership will continue for another 30 days before it ends. If this is an Ongoing Agreement and it has continued beyond the Minimum Term, you can cancel any time by giving us at least 30 days prior written notice.  **Canceling for medical reasons** You can cancel your Membership at any time by telling us in writing if you cannot use the Facilities and Services because you contract a serious illness or a permanent physical incapacity during the term of your Membership. This must be confirmed in writing by a doctor or other medical professional, and you agree that we may contact the doctor or other professional for verification purposes. If you cancel, we can charge you the Administration Fee. You will also be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Key Fob Fee and Fees for services already supplied.  **Canceling for your convenience** You can cancel your Membership at any time by telling us in writing and paying a Cancellation Fee.  **Other ways you can cancel this Agreement** You can also cancel your Membership in the following ways and without paying a Cancellation Fee: When prior notice is NOT required you may cancel without giving us prior notice if: we break an Essential Term and have not fixed this in a reasonable time of you asking us in writing; you become bankrupt and give us proof (such as supporting documents) to our reasonable satisfaction; we change this Agreement in a way that adversely affects you (this does not include a variation of Fees in the case of a transfer of Membership); or you become entitled to cancel under consumer laws When prior notice is required You may cancel by giving us 30 days written notice if you relocate more than 20 miles from a Club and you give us proof to our reasonable satisfaction.  **Applicable Fees** If you cancel your Membership, you will be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Key Fob Fee and Fees for services already supplied. These Fees are not refundable except in very limited circumstances.  **WHEN WE CAN END THIS AGREEMENT** In addition to our other rights under this Agreement, we may cancel your Membership if you breach any obligation under this Agreement that can’t be fixed or if you breach an obligation that can be fixed but you do not fix it in a reasonable time. If we cancel your Membership, you will be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Key Fob Fee and Fees for services already supplied. We may also charge a Cancellation Fee and recover costs, loss or damages caused by your breach. You promise you are not bankrupt or insolvent and are able to pay applicable Fees at the time of signing. You agree that you will tell us promptly if you believe you will be unable to pay your Membership Fees for an extended period. We may cancel your Membership if you become bankrupt or insolvent. If we cancel your Membership, you will be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis)the Key Fob Fee and Fees for services already supplied.  **CHANGES TO YOUR AGREEMENT** We may sometimes make changes to this Agreement, including our Club Rules. If we do this, we will try to do this fairly and by giving you a chance to cancel your Membership if you are adversely affected by the change and do not agree to it. We will make reasonable efforts to tell you of any change in advance and when it will take effect. Subject to other Terms, the effective date will generally be at least 30 days from the date we tell you about the change unless it is not practical for us to tell you at this time. Your Membership will be amended from the effective date.  **FEES**  Some rights and obligations that apply in relation to particular Fees are set out in this clause. Membership fees are due by the 1st banking day of each Month. If you do not make any payment when it is due, your Membership, and your access to the Club and to Facilities and Services will be suspended until all outstanding amounts have been paid. To regain access to the Club you will need to make arrangements to pay your Membership Fees to current and pay the Key Fob Re-Activation Fee. Your Membership may also be terminated if any Fees remain unpaid for an extended period. You will still be liable for all unpaid amounts.  **A Cancellation Fee** may also apply. **Pro-Rata Fee** If you pay by direct debit and your Start Date begins after the first day of the relevant Direct Debit Payment Period, you will only be charged the applicable portion of the Direct Debit Amount. The same applies if you have a Minimum Term Agreement and the Direct Debit Payment Period ends after the last day of the Agreement. **Key Fob Fee** This is the Fee charged to buy a Key Fob. This is not refundable except in very limited circumstances. If you need a replacement Key Fob, a **Replacement Key Fob Fee** will apply. **Membership Fees** If this is a Minimum Term Agreement you can pre-pay your Membership Fees (pay them up front) when you sign this Agreement, or you can elect to pay by equal periodic installments provided this option is available in our Club. If this is an Ongoing Agreement, you must pay Membership Fees periodically in advance until your Agreement ends. **Cancellation Fee** A Cancellation Fee is payable if you want to cancel your Membership for your convenience in the Minimum Term. It is an amount equal to 50% of the balance of your Membership Fees for the remainder of the Minimum Term or a sum equal to 30 days Membership Fees (whatever is the higher).  **If you do not pay a Fee when due** If you do not pay a Fee or other amount you owe when due, we will suspend your Membership until all amounts have been paid. Consequences also apply with respect to late or rejected direct debit payments.  **Fee increases** We will make reasonable efforts to tell you of any Fee changes. If your Fees are varied, you authorize any debits from your nominated account to also be varied. We can deduct all Fees and charges that you must pay under this Agreement from any refund we give you.  **Direct Debit Payment Agreement** If you pay any Fees, including ongoing Membership Fees, by direct debit, you authorize Rebel Fitness or its designee, to deduct from that account all Fees and other charges you are responsible for under this Agreement. You must keep your account details up to date.  **Late or rejected direct debit payments** You must ensure there is enough money in your nominated account on the usual payment day, or the next working day if that falls on a day when banks do not process payments. If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited (except one within the Biller’s control), you will be charged the Key Fob Re-Activation Fee. This will be added to your next debit amount. Prior arrears may also be included. You authorize our Biller to deduct any unpaid arrears outstanding on your account. Your bank or credit provider may charge you a fee for overdrawing your account if you do not have enough money in your account when payment is due.  **OTHER SERVICES/CONDITIONS**  There may be other services, including personal training services, offered at Rebel Fitness by us, contractors, licensees, and others which are offered separately and/or in addition to services provided under this Agreement. You will need to pay applicable fees directly to the providers of the services and agree to separate terms and conditions. We are not responsible for these third party provided services including fees or any associated costs claims or refunds unless they are provided by us.  **LOSS OF PROPERTY** You promise not to unnecessarily bring valuables into the Club and agree that it is not the obligation of the Club to look after unattended property.  **YOUR RESPONSIBILITY FOR DAMAGE** You agree to pay for any loss or damage to the Club or the Facilities and Services caused by you through a willful, wrongful, or negligent act or as a result of your guests, or their, breach of this Agreement.  **CLUB CLOSURES** We may need to close our Club for a period of time, for example, due to an emergency, or if required by a court order or by law. If we close the Club longer than 7 consecutive days we will freeze your Membership at no cost to you and extend your Agreement for a time equal to the closed period. We will try, but cannot promise we will be able to tell you about any Club closures in advance.  **COMPLAINTS AND FEEDBACK** If you have any concerns about the Facilities and Services or anything else in relation to your Membership, you should raise it with Club staff at [siouxlandrebelfitness@gmail.com](mailto:siouxlandrebelfitness@gmail.com).  **GENERAL LEGAL MATTERS**  **Unexpected events:** We are not responsible if Members cannot use our Club because of an event caused by a natural force (such as a fire or a flood) or a road or building closure or something similar beyond our reasonable control. If this continues for more than 30 days, then either you or we may cancel this Agreement immediately by written notice. No Fee will apply.  **Severability** If a court decides that any part of this Agreement is or becomes illegal, void or unenforceable, that part will be deleted, and this will not invalidate the rest of this Agreement.  **Waiver** If we do not enforce our rights under this Agreement at any time, it does not mean that we may not do so in future.  **Entire agreement** You agree that we have not made any representations or promises that you have relied on that are not in this Agreement.  Applicable Iowa State Laws apply. |

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| **TYPE OF AGREEMENT**:  \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ COUPLE \_\_\_\_\_ CHILD (16-18 year old) \_\_\_\_\_ SENIOR (55+)  \_\_\_\_\_ ANNUAL \_\_\_\_\_ MONTHLY \_\_\_\_\_ DAY PASS  **MEMBER INFORMATION**:  NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SOCIAL SECURITY NUMBER:\_\_\_\_\_\_\_-\_\_\_\_\_\_-\_\_\_\_\_\_\_  DOB:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SOCIAL SECURITY NUMBER:\_\_\_\_\_\_\_-\_\_\_\_\_\_-\_\_\_\_\_\_\_  DOB:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CITY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE:\_\_\_\_\_\_\_\_\_\_\_\_  ZIP:\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE:(\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  EMERGENCY CONTACT NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE:(\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Minimum Term-** New Members require a 6-month term then this becomes an on-going/month-to-month Membership.  **FEES**:  Individual……………………………………………..$30/month or $360 if paid annually  Couple………………………………………………….$50/month or $600 if paid annually  Child (16-18)............................................$20/month or $240 if paid annually  Senior (55+).............................................$20/month or $240 if paid annually  Day Pass………………………………………………..$5/day  Key Fob (initial)........................................$15  Administration Fees A sum equal to 30 days Membership Fees  Cancellation Fees The higher of 50% of the remaining balance due for the  Minimum Term or a Sum equal to 30 days Membership Fees.  Key Fob Re-Activation Fee $35 per instance of not enough money in account/returned fee.  Freeze Fee $2.50 (per week)  **Payment of Membership Fees**: All **Membership Fees** are due the 1st banking day of each month & payments will be processed according to your bank’s processing policies. Any cancellations will be processed/credited beginning the 1st day of the next billing month following written notice being provided (example: written notice provided March 23nd - access removed & credits issued beginning May 1st)  (Please choose)  \_\_\_\_\_ Annual (up-front payment of 12 month fees)  \_\_\_\_\_ Monthly (Annual Fees due divided into 12 Monthly installments)  \_\_\_\_\_ Direct Debit Payment (see attached **ACH Authorization Form**)  \_\_\_\_\_ Credit Card (see attached **Credit Card Authorization Form**)  \_\_\_\_\_ Check (accepted for **Annual Payments only**)  **Direct Debit/Credit Card Information:** If an automatic direct debit or credit card payment arrangement is in place, your Membership Fees will continue to be debited from your account until you or we cancel the arrangement by advising your bank or credit provider. If you end this Agreement or stop the automatic debit arrangement in a way not described in this Agreement, you may be liable for damages for breach of contract. You should, however, cancel any direct debit authorization when your Agreement lawfully ends.  **Start Date:** If our Club is open, the date you sign this Agreement (unless we agree to a later date), is your start date. Otherwise, the date our Club opens is your start date, provided we have given you prior notice of that date. If we have not given you prior notice, the start date is the date you are notified that our Club has opened. |
| **SIGNING PART** |
| \_\_\_\_\_ I/we have read through this Agreement in full and understand my/our obligations under it.    \_\_\_\_\_ By signing here, I/we agree to be bound by the provisions of this Agreement.  **Special Conditions for 16-17 Year Olds**  \_\_\_\_\_ 16 and 17 Year Olds: You promise you have read and understand the provisions of this Agreement and will act in accordance with them. Your parent or guardian must also co-sign this Agreement, your Pre-Exercise Questionnaire and you must provide a current school physical.  **16 and 17 Year Olds are not allowed in the Club without Adult Supervision between 10pm-6am.**  **Member signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ---------------------------------------------------------------------------------------------------------------------------------------  **By co-signing below**, the parent or guardian of a 16 or 17 year old agrees to this Agreement, and agrees to accept personal responsibility to ensure the 16 or 17 year old complies with it, and also agrees to rectify any failure of the 16 or 17 year old to comply with it.  Parent/Guardian signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **FEES DUE:**  Membership Fee for 12 month Term (if paying Annual) $ \_\_\_\_\_\_\_\_\_\_\_\_  Membership Fee for 1st month (if signing up for Debit or Credit Card payments)  $ \_\_\_\_\_\_\_\_\_\_\_\_  Key Fob Fee (Initial) $ \_\_\_\_\_\_\_\_\_\_\_\_  Other (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Total Fees due**  (at contract signing) $ \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **FOR INTERNAL/OFFICE USE ONLY** |
| \_\_\_\_\_ All signing members have read Agreement \_\_\_\_\_ Pre-exercise Questionnaire completed  \_\_\_\_\_ ID shown & Details have been completed \_\_\_\_\_ Personal Trainer Waiver completed  \_\_\_\_\_ 16-17-year-old requirements (if applicable) \_\_\_\_\_ Orientation completed  \_\_\_\_\_ ACH Authorization Form (if applicable) \_\_\_\_\_ Credit Card Authorization (if applicable)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |