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## MEMBERSHIP AGREEMENT

### General Applicant Information

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_

CELL# \_\_\_\_\_ WORK/OTHER # \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

D.O.B. \_\_\_\_\_ EMAIL \_\_\_\_\_

1. Enrollment \$ \_\_\_\_\_

2. Monthly Dues \$ \_\_\_\_\_

3. First Month Dues \$ \_\_\_\_\_

4. Last Month Dues \$ \_\_\_\_\_

5. Tax \$ \_\_\_\_\_

6. Total \$ \_\_\_\_\_

Amount paid \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_

Check Cash

Credit Card Paypal

7. Monthly Dues Membership \$/Month: \$ \_\_\_\_\_ Tax \$ \_\_\_\_\_ Total to be Billed  
Monthly Including Tax: \$ \_\_\_\_\_

8. Monthly Dues Membership Automatic Billing Start Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Dues are billed on the 15<sup>th</sup> of each month which covers usage until the 14<sup>th</sup> of the following month (Monthly Billing Cycle).

9. Annual Fee of \$19 plus tax will be charged on March 15<sup>th</sup> of each year for you and any add-ons to your membership by electronic funds transfer (EFT, credit card, or checking account), regardless of the date of this Agreement ( unless cancelled within the cancellation period stated in Paragraph 18 below). You also hereby authorize the Annual Fee amount to be charged by the method stated in Paragraph 13 and 14 below.

INITIALS: \_\_\_\_\_

10. Paid in Full Membership Months: \_\_\_\_\_ Tax: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

11. Paid in Full Membership Expiration Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Renewal: \$ \_\_\_\_\_

12. Fees and Dues are non-refundable unless stated otherwise in paragraphs 15,18,19,26, and 33 of this agreement.

**Authorization Agreement for Pre-Authorized Payments**

13. By signing below, member hereby authorized Phamily Fun & Fitness to either: 1) initiate automatic debit entries to my (our) bank account on a monthly basis beginning on the date in number 8 above and yearly on the date in number 9 above and in the amount stated in number 7 and 9 above respectively, or 2) charge my credit card, bank account, or pay pal account on a monthly basis beginning on the date in number 8 above and yearly on the date in number 9 above, in the amount stated in number 7 and 9 respectively. Member further authorizes Phamily Fun & Fitness to electronically debit or charge my account for any past unpaid dues amount.
14. Member has given Phamily Fun & Fitness either a voided check or credit card authorization form with the required bank information and account numbers. The bank account may be debited or credit card charged up to seven days before or after the automatic billing date identified in number 8 above. The specific authorization is attached to this contract and incorporated by reference as if it were fully set forth. This authority is to remain in full force and effect for thirty (30) days after Member's privileges expire. INITIALS: \_\_
15. Termination of Monthly Dues Membership Member may notify Phamily Fun & Fitness at any time of its desire to terminate this membership. After Phamily Fun & Fitness receives Member's notice one more EFT billing date will occur on the EFT billing date stated in paragraph 8. Member's privileges will continue for 30 days beyond the date of the last EFT billing. If member has fully paid all obligations, member may request a refund of the amount indicated in paragraph 4. INITIALS: \_\_\_\_\_
16. Notice of termination is considered upon filling out the cancellation form or management receiving verbal cancellation in order to complete the cancellation process. All monies to be refunded upon cancellation shall be paid within thirty (30) days of receipt of the notice of cancellation.

MEMBER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BUYER'S RIGHT TO CANCEL**

17. If you wish to cancel this contract or membership agreement, you may cancel penalty-free, by making or delivering written notice to the facility within 3 days after you sign this contract or membership agreement and it must be delivered. The notice must say that you do not wish to be bound by the contract or membership agreement and thereafter, you may cancel it anytime upon 30 days written notice to Phamily Fun and Fitness. It must be delivered or mailed before midnight of the THIRD business day after you sign this contract or membership agreement. Upon such notice, all monies paid under the contract or membership agreement will be refunded.  
All notices to cancel must be hand-delivered or sent by certified mail, return receipt requested to: Phamily Fun & Fitness. Any refund shall be paid within thirty (30) days of receipt of notice of cancellation.
18. You may also cancel this contract or membership agreement if this business goes out of business and fails to provide an alternative facility within eight (8) miles of the location designated in the contract or membership agreement. You may also cancel if you become disabled. This contract is deemed cancelled upon receipt by Phamily Fun and Fitness of written notice of your death. If you choose to cancel by reason of our disability you must provide a statement by your physician that you are unable to perform the activities provided by Phamily Fun and Fitness. In addition to doctor certificate, Phamily Fun and Fitness may require you to submit to a physical examination conducted

by a physician mutually agreed upon by you and Phamily Fun and Fitness. If you cancel, the fitness facility may retain or collect a portion of the contract or membership agreement price equal to the proportionate value of the services or use of facilities you have already received.

19. If you, the buyer, executed any credit or lien agreement with the facility to pay for all of part of the services, any such agreement executed by the buyer shall also be returned within sixty (60) days after such cancellation.
20. Notice: Any Holder of this contract or membership agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained hereof, recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

By signing and dating below Member agrees to all of the terms and conditions on the front and back pages of the agreement including the Warranty of Physical Fitness and Waiver and Release of Liability in Paragraph 22 and acknowledges receipt of a copy of the agreement.

LENGTH OF TERM OF CONTRACT:

\_\_\_\_\_ Monthly Dues Membership privileges will continue for up to 3 Months following Phamily Fun & Fitness's receipt of Member's Notice of Termination. Monthly billing will continue for up to 1 month following Phamily Fun & Fitness's receipt of Member's Notice of Termination. See paragraph 15 for details.

\_\_\_\_\_ Paid in Full Membership. Numbers of Months:

MEMBERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### **Additional Terms and conditions of this membership agreement**

21. **Warranty of Physical Fitness and Waiver and Release of Liability.** The member listed on this membership agreement warrants that he/she is in good physical conditions and has no disability, impairment or ailment that would be adversely affected by participation in an active or passive physical conditioning program, whether supervised or unsupervised, or by use of Phamily Fun & Fitness's facility, equipment, or services. Member acknowledges that participation in such programs and use of such facility and equipment by their nature necessarily involves some risk of physical injury even for persons in good physical condition and who are free of disability or impairment. Member also agrees that selection of any program of exercise and use of equipment is solely the choice of the Member. Accordingly, Member expressly agrees that his or her use of the facilities of Phamily Fun & Fitness and its equipment is undertaken at the Member's sole risk and neither Phamily Fun & Fitness nor any affiliated club nor its or their employees, owners, officers, agent or contract service providers shall be liable under any circumstance for any injury, damages or loss suffered by the Member on account of his or her use of the Phamily Fun & Fitness or affiliated club facilities or equipment or participation in any fitness program, whether supervised or unsupervised, whether on or off of premises of Phamily Fun & Fitness or any affiliate club. Phamily Fun & Fitness urges you and all Members to obtain a physical examination prior to commencing any program of active physical exercise. Member acknowledges and agrees that Phamily Fun & Fitness has made no representation or claims to the Member that any conditioning, weight loss or improvement, medical or physical condition will occur as a result of use of the Phamily Fun & Fitness facility and equipment or participation in an exercise program at Phamily Fun & Fitness. Member waives any right to hold Phamily Fun & Fitness or its owners, officers, employees, agents and contracting service providers liable on account of any injury or loss suffered or incurred by Member arising out of related the the condition of any equipment.
22. **Policy/Procedure/Rules:** You also agree to follow all written or posted rules and regulations now in effect and to become effective at any future date. You agree to pay all sums due for membership plans and others services purchased. You understand and agree that Phamily Fun & Fitness has the right to revoke your membership and discontinue your privilege of using any Phamily Fun & Fitness or affiliated facility if you fail to follow the rules and regulation or default on any obligation to Phamily Fun & Fitness. In such an event you will remain liable for any unpaid balance due to Phamily Fun & Fitness.
23. **Representations:** You acknowledge that neither Phamily Fun & Fitness nor anyone else has made any representations or promises upon which you relied that are not stated in the agreement. If Phamily Fun & Fitness does not enforce any rights in this agreement for any reason, Phamily Fun & Fitness does not waive its right to enforce it later. Phamily Fun & Fitness reserves the right to sell memberships at different rates and terms than yours.
24. **Phamily Fun & Fitness Right to Suspend or Cancel Membership:** Phamily Fun & Fitness, reserves the right to suspend or terminate this membership in its sole discretion.
25. **Performance within Six (6) months:** The agreed upon services shall begin within six months of the date the contract is entered into. You may cancel the contract and obtain a full refund if the servives are not provided within six months of the contract date.
26. **Late Charge, Collection Costs, Returned Items, and Replacement Card:** If Member makes a payment that is returned or if an electronic payment is rejected for any reason, the Member agrees to pay in addition to that payment, any charges assessed by the bank plus up to a \$15.00 administrative fee to Phamily Fun & Fitness. Failure of Phamily Fun

& Fitness to demand or collect a late charge on any payment is not a waiver of the right to collect late charges on any other late payment. Member agrees to pay a \$5.00 fee for each replacement card.

27. Binding Arbitration: If any dispute arises on an interpretation of the rights, duties and obligations under this Contract, the parties each agree to submit the matter to arbitration in the State of Oklahoma in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation services unless parties otherwise agree. Any award made by the arbitrator will be final and binding and may be entered as a judgment in any court having jurisdiction. The prevailing party will be awarded all costs of arbitration including reasonable attorney's fees.
28. Membership Non Transferable: This membership is not transferable and Member may not sell, assign or transfer this agreement, his/her membership card or membership in Phamily Fun & Fitness or any other right or privilege, and any such attempted sale, assignment or transfer shall be null and void. Member may not loan his/her membership card.
29. Registration/Membership ID Cards: All members must check in at the front desk and present your membership card and workout towel to gain admission to the club. Phamily Fun & Fitness will record a photograph of you for our membership records. Until you have received your membership card, you must either show a temporary membership card or a copy of your membership agreement or a photo I.D. Once you have received our membership card, you will be required to present it to the front desk each time you enter Phamily Fun & Fitness. If a membership card is lost or damaged, a replacement card will be issued for a fee of \$5.00. If you do not have your membership card, Phamily Fun & Fitness reserves the right to require you to replace it in order to gain admission to the club. You may not let anyone use your membership card or your membership will be revoked.
30. Hours of Operation/Availability/Services Offered: Normal hours are from 3 P.M. through 9 P.M. Monday through Friday and 8 A.M. through 6 P.M. Saturday and Sunday, excluding holidays. Phamily Fun & Fitness reserves the right to open later only for birthday and event parties. Phamily Fun & Fitness reserves the right to take the facility temporarily out of operation for reasonable repairs, modifications, or improvements or special events. Services include fitness center with free weights, strength and aerobic equipment, bouldering, and obstacle courses. Personal training services are offered for an additional fee and require a separate contract.
31. Financial Policy: You agree to pay the dues and fees on the front of this agreement. Whether or not you use the facilities, you must pay your monthly dues. If a membership was purchased that contains more than one Member, you are responsible for paying all the dues. A family member or amenity service can be dropped at any time. The member is required to cancel with a thirty (30) day written notice. If a family membership drops to two (2) members, the dues change to couple rate in effect at that time. If a family or couple membership drops to one (1) Member or any member wants to pay his/her own dues, the dues for that Member change to a single rate in effect at the time. You have full control over the electronic fund transfer (EFT) and can change your accounts or stop your EFT by notifying Phamily Fun & Fitness in writing. Should you default in your payment obligation, you agree to pay all amounts owed. Any account that is more than thirty (30) days past due, may result in Member losing all Phamily Fun & Fitness membership privileges. After sixty (60) days said Member may be terminated or suspended.
32. Refunds: All refunds are subject to a 30-day processing period. If you have a monthly or paid in full membership and cancel in accordance with paragraph 18, we will return to you within thirty (30) days of receipt of proper notice, all amounts you have paid.

Otherwise, dues and fees are non-refundable excepts as follows: You may terminate a paid in full membership if: (1) Phamily Fun & Fitness relocates or goes out of business and fails to provide alternative facility within eight (8) miles of the location designated in the contract or membership agreement; or (2) you die or become physically unable to use a substantial portion of the services for thirty (30) days or more consecutive days. Upon receipt of such notice, Phamily Fun & Fitness shall refund to you funds paid or accepted in payment of the contract or membership agreement in an amount computed by dividing the contract price by the number of weeks in the contract or membership agreement term and multiplying the result by the number of weeks remaining in the contract or membership agreement term. In the case of disability, Phamily Fun & Fitness may require you to submit to a physical examination by a doctor agreeable to you and Phamily Fun & Fitness.

33. Damages to Facility: Member agrees to pay an extra charge for the damages arising from any careless use of equipment, dropping weights etc., caused by Member.
34. Facility Maintenance/Modification of Equipment and/or Classes: Phamily Fun & Fitness reserves the right to temporarily take equipment and services offered out of operation for reasonable repairs, modification, substitutions, or improvements. Phamily Fun & Fitness further reserves the right to make changes to the type or quantity of classes or equipment offered, and warrants that any changes made are reasonable under the circumstances.
35. Exercise Clothing: Appropriate workout attire must be worn inside the facility. No street clothes, exposed metal on clothing, or see-through clothing is allowed. No open-toed, open heeled or dress shoes are allowed.
36. Personal Property: It is understood and agreed that Phamily Fun & Fitness, its owners, agents and employees are not responsible for Member's lost or stolen articles of clothing or any other lost articles or possessions of personal property Member claims were lost in or about the club premises or common areas of the center where Phamily Fun & Fitness is located.
37. Personal Training: Member will not perform any personal training with any Member or non-member without express written approval from the Owner/Manager of Phamily Fun & Fitness.
38. Entire Agreement/Governing Law/Severability: This Agreement and all other exhibits referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. This agreement shall be construed according to the laws of the State of Oklahoma. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue to be enforceable.