

MEMBERSHIP CONTRACT F.I.T. Co. LLC

2020 APPLICANT INFORMATION

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_ City / State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_  
Emergency Contact Phone Number: \_\_\_\_\_  
Names on Contract: \_\_\_\_\_  
T-SHIRT size: \_\_\_\_\_

1. MEMBERSHIP TYPE(S) AND DUES.

*\*(must save card on file for recurring payments)*

6 months (paid upfront) - \$156  
6 months (paid monthly) -\$31 per month (\$186)

12 months (paid upfront) - \$264  
12 months (paid monthly) -\$28 per month (\$336)

Month to month - \$38 monthly

Start Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ End Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Initial Dues: \$ \_\_\_\_\_

2. APPLICATION. I apply for membership in F.I.T. Co., located 207 Schneider St. SE, North Canton, Ohio 44720. I represent and warrant that I am 18 years of age or older and all facts and information set forth above and/or in this application, dated this date are true, correct and complete. The Application is incorporated by reference and made a part of this Contract.

3. PAYMENT. a. Bi-annual Payment: I must pay the Total Due Today upon signing this Contract. b. Annual with Monthly Payment: Under this option, I must pay the Total Due Today upon signing this Contract. I agree to pay my monthly amount (\$\_\_\_\_\_), or an increased amount as specified in Paragraph 7 for any renewal period, each month thereafter through automatic withdrawal from an account I maintain in a financial institution pursuant to this signed authorization form or by cash or by check (if preapproved) delivered to F.I.T. Co. by the date of the month you originally signed up. Subject to change, drafts (payments) are made on the day signed up of each month. If I change financial institutions, I will provide F.I.T. Co. in writing all information needed for the replacement automatic withdrawal at least ten (10) days before the effective date of the change. I agree to a membership term of one (1) year and acknowledge that the automatic withdrawals (payments) will continue for that period unless I terminate my membership as permitted in this Contract or I convert to another payment option with the consent of F.I.T. Co. pursuant to a new written contract. c. Annual Payment: I must pay the Total Due Today upon signing this Contract.

4. TERM. By mutual agreement, one type of membership may be converted to another type of membership pursuant to a new contract with F.I.T.CO. The term of this Contract may be extended as follows: a. If F.I.T. Co. temporarily closes for thirty (30) days or less, the term shall be extended for the number of days equal to the number of days that the facility was closed (excluding holidays and any other days the facility is normally closed), at no additional cost to me. b. I may extend the term of this Contract, at no additional cost to me, for the number of days equal to the days comprising the duration of my disability, if my disability precludes me from using one-third (1/3) or more of the gym's facilities for a period of less than six (6) months and that disability is verified by a physician. To extend the term pursuant to this Paragraph 4b. I must give timely notice to F.I.T. Co. of my request to so extend.

5. CANCELLATION. I (or my legal representative) may cancel this Contract without penalty in accordance with the following:

A). until I receive a fully executed copy of this Contract. Upon such cancellation I will receive a full refund of all monies paid, including initiation fees.

B). Within three (3) business days after signing this Contract and receiving a fully completed copy of this Contract. Upon such cancellation I will receive a full refund of all monies paid, including initiation fees.

C). If I die or become permanently disabled. A permanent disability means a condition which precludes me from using one third (1/3) or more of the gym's facilities for six (6) months or more, and the condition is verified by a physician. Upon of cancellation under this Paragraph 5c., F.I.T. Co. shall refund to me all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term, and multiplying the result by the number of weeks elapsed in the contract term, less an administrative fee of Fifty (\$25) Dollars. F.I.T. Co. may require, at its expense, a physician examination of me by a physician mutually agreed upon, to verify my disability, and I hereby consent to such examination.

D). If I move more than twenty-five (25) miles away from the gym. Upon cancellation under this Paragraph 5d, F.I.T. Co. shall refund monies using the same computation described in Paragraph 5c. Above.

E). If the Club closes for more than thirty (30) days and F.I.T. Co. fails to provide a comparable facility within ten (10) miles of the gym, I may cancel this contract upon written notice to FIT Co. Upon cancellation under this Paragraph 5e., I shall be entitled to a refund of all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.

F). The buyer shall notify the gym of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to the address specified in the gym contract; all money to be refunded upon cancellation of the gym contract shall be paid within forty (40) days of receipt of the notice of cancellation; if buyer has executed a credit, lien, or automatic funds transfer agreement with the gym to pay for gym services, any negotiable instrument or credit or lien agreement executed by the buyer shall also be returned and any automatic transfer shall be canceled within forty (40) days after the cancellation.

G). **BUYERS RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MAY CANCEL IT BY DELIVERING OR MAILING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WRITTEN NOTICE TO F.I.T. CO. THIS NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THIS CONTRACT. THE NOTICE MUST BE DELIVERED OR MAILED TO F.I.T. CO. AT 207 SCHNEIDER ST. SE, NORTH CANTON, OHIO 44720. IN THE CASE OF TERMINATION UNDER PARAGRAPH 5b. THIS NOTICE MUST BE DELIVERED OR MAILED BEFORE 12:00 MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN AND RECEIVE A COPY OF THIS CONTRACT. IN SOME CASES, AS DESCRIBED IN PARAGRAPHS 5a., c., d., and e. ABOVE YOU MAY ALSO CANCEL THIS CONTRACT MEMBERSHIP CONTRACT F.I.T. CO., L.L.C. LATER IF YOU SIGNED IT BEFORE F.I.T. CO. WAS COMPLETED, IF F.I.T. CO. MOVES OR GOES OUT OF BUSINESS, IF YOU DIE OR BECOME PERMANENTLY DISABLED, OR IF YOU MOVE FROM THE AREA. IF YOU CANCEL FOR ANY OF THESE REASONS, YOUR NOTICE SHOULD STATE THE REASON AND F.I.T. CO. MAY BE ENTITLED TO A CERTAIN PORTION OF THE CONTRACT PRICE. IF F.I.T. CO. GOES OUT OF BUSINESS OR REFUSES TO GIVE YOU A REFUND, A BOND OR LETTER OF CREDIT HAS BEEN SECURED UNDER WHICH YOU MAY BE ENTITLED TO COLLECT. FOR DETAILS READ THIS**

CONTRACT CAREFULLY. ENFORCEMENT OF THE GYM ACT IS BY THE ATTORNEY GENERAL OF OHIO OR DISTRICT ATTORNEY OF THE COUNTY IN WHICH F.I.T. CO. IS LOCATED. YOU MAY ALSO BRING A PRIVATE CAUSE OF ACTION. IF YOUR RIGHTS ARE VIOLATED, YOU MAY CONTACT THE STATE BUREAU OF CONSUMER PROTECTION OR YOUR LOCAL DISTRICT ATTORNEY.

H). NOTICE: ANY HOLDER OF THIS CONTRACT 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.

6. FEE GUARANTEE. Membership fees may be modified from time-to-time by F.I.T. CO. However, no membership fee change will be applicable to me during the initial term of this Contract (but will be effective for any renewal periods).

7. DEFAULT/REMEDIES. Any monthly payment which is received more than ten (5) days after the due date shall be subject to a late charge of the greater of ten percent (10%) of the amount due or \$20.00, for the added administrative costs associated with same. Any payment that remains unpaid for thirty (10) days shall entitle F.I.T. CO. to terminate the membership, to suspend some or all membership privileges, and/or to take other actions permitted by law or in equity. Closing of account, insufficient funds or any other action which prevents the automatic charge for my monthly dues, if applicable, will be a material breach of this Contract. Member agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred after a material breach of this Contract.

8. MEMBERSHIP FINGERPRINTS. I will be issued a FINGERPRINT which will entitle me to enjoy the benefits of membership. I will present my FINGERPRINT for admittance and I will be responsible for the proper use. I will not permit anyone else to use my FINGERPRINT.

9. MEMBER'S RESPONSIBILITY. All use of the GYM shall be undertaken at my sole risk, and F.I.T. CO. and/or its Manager shall not be liable for any harm, injuries or damage to me or my property, or be subject to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of F.I.T. CO. and/or its Manager, its successors or assigns, as well as its officers and agents, for all such claims, demands, liabilities, damages, actions or causes of actions. It is specifically agreed that F.I.T. CO. and/or its Manager shall not be responsible or liable for articles lost, damaged or stolen in, about or in connection with the GYM nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to F.I.T. CO. and/or its Manager, or the GYM or its contents, or property or the property of any member by another member is the sole responsibility of the offending member.

10. RULES AND REGULATIONS. I acknowledge that F.I.T. CO. and the GYM operates under rules and regulations established for the safety, comfort and protection of members or other patrons and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by F.I.T. CO. Rules and regulations of F.I.T. CO., in effect from time-to-time, are incorporated into this Contract by reference and made a part hereof. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of F.I.T. CO., and I accept such reasonable changes as a condition of membership.

13. GENERAL PROVISIONS. a. I acknowledge I have inspected the GYM and same is in full operation. No promises, representations or warranties have been made to me by F.I.T. CO. or otherwise about the GYM. b. I acknowledge and agree that the Initiation Fee represents a reasonable charge for initiating my membership considering the time and effort required of F.I.T. CO. c. I acknowledge that it has been explained to me that this is a legally binding and enforceable contract and that I have agreed to maintain my membership for the period of time specified. d. This Contract sets forth the entire agreement between me and F.I.T. CO. regarding my membership and any and all prior discussions, agreements, understandings or correspondence are hereby made null and void. e. This Contract may be amended,

modified or rescinded, or any rights hereunder waived, only by written agreement signed by me and F.I.T. CO. f. If any term or provision of this Contract is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this Contract shall remain in full force and effect to the fullest extent permitted by law.

**“I understand that I am responsible for all reasonable collection fees, court costs and attorney fees associated with any unpaid balances due according to this Contract.”**

\_\_\_\_\_ Initials

We hereby agree to all terms of this Contract, intending to be legally bound hereby, and each of us has received a complete executed copy of this Contract. Accepted by F.I.T. Co, L.L.C.

Member(s) Signature:

\_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Fitness Consultant Signature \_\_\_\_\_

Date \_\_\_\_\_ Print Name \_\_\_\_\_