

Join Date <u>12-8-12</u>
Main Member Name
Main Member #



Member # 113- XXXX
Add On #
Employee

MEMBERSHIP AGREEMENT
 FITNESS 19 CO 113, LLC * 11225 Decatur, Ste. 100, Westminster, CO 80234

LAST NAME	FIRST NAME	MI	HOME PHONE
MAILING ADDRESS	CITY	STATE	ZIP
BIRTHDATE / /	EMAIL	WORK PHONE	CELL#

1. ENROLLMENT FEE	\$ _____	<input type="checkbox"/> All Club Membership*
2. DUES LOCK-IN FEE *	\$ _____	<input checked="" type="checkbox"/> Club Of Enrollment Membership*
3. FIRST MONTH'S DUES	\$ _____	<input type="checkbox"/> Express Membership M,W,F or T,TH,SA*
4. LAST MONTH'S DUES	\$ _____	*Details on back paragraph 36
5. TOTAL	\$ _____	
Amount Paid	\$ _____	<input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card
Balance Due	\$ _____	(Date Due _____)

6. Monthly Dues Membership \$/Month: \$ _____

*By paying the DUES LOCK-IN FEE, Fitness 19 guarantees your dues will NEVER increase _____ INITIALS _____ INITIALS

7. Monthly Dues Membership Automatic Billing Start Date ____/____/____. Dues are billed on the 15th of each month which covers usage until the 14th of the following month (Monthly Billing Cycle).

8. Annual Fee of \$19.00 will be charged on June 15th of each year for you and any add-ons to your Membership by electronic funds transfer (EFT) or credit card, regardless of the date of this Agreement (unless canceled within the cancellation period stated in Paragraph 17 below). You also hereby authorize the Annual Fee amount to be charged by the method stated in Paragraphs 12 and 13 below. INITIALS: _____

9. Paid in Full Membership (PIF) Number Months (Max. 36 months): 3 Total: 45

10. Paid In Full Membership Expiration Date: 3/8/12 Renewal: \$ 45 opposite

FEES/DUES NOTE: All of the above dues and fees in paragraphs 1 through 10 are general operating revenue for the club organization and may be used or applied for any business purpose.

11. Fees and dues are non-refundable unless stated otherwise in paragraphs 14, 17, and 28 of this Agreement

Authorization Agreement for Pre-Authorized Payments

- By signing below, Member hereby authorizes FITNESS 19 to either: 1) initiate automatic debit entries to my (our) bank account on a monthly basis beginning on the date in number 7 above and yearly on the date in number 8 above and in the amount stated in number 6 and 8 respectively, or 2) charge my credit card on a monthly basis beginning on the date in number 7 above and yearly on the date in number 8 above, in the amount stated in number 6 and 8 above respectively. Member further authorizes FITNESS 19 to electronically debit, or charge my credit card for any past unpaid dues amounts.
- Member has given FITNESS 19 a voided check or credit card authorization form with the required bank information and account numbers. The bank account may be debited, or the credit card charged up to seven (7) days before or after the automatic billing date identified in number 7 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: _____
- Termination of Monthly Dues Membership:** Member may notify FITNESS 19, in writing, at any time, of its desire to terminate this membership. After FITNESS 19 receives Member's written notice, one more EFT billing will occur on the EFT billing date stated in Paragraph 7. Member's privileges will continue for 30 days beyond the date of the last EFT billing. If Member paid the last month's dues upon joining (as shown in Paragraph 4), Member's privileges will continue for an additional 30 days (a total of 60 days beyond the date of the last EFT billing), or, if Member has fully paid all obligations, Member may request a refund of the amount indicated in Paragraph 4. All refunds must be requested on or before Member's last EFT billing date. INITIALS: _____
- Notice of termination is considered given, if by mail when postmarked, or if by hand by filling out a cancellation form at the FITNESS 19's place of business indicated on this Agreement. Verbal cancellations will not be accepted. Such notice should be sent to: FITNESS 19 CO 113, LLC, 11225 Decatur, Ste. 100, Westminster, CO 80234.
- Unless Member has paid for a Dues Lock-in-Fee, Member agrees a Monthly Dues Membership may or may not, at the option of FITNESS 19, be increased \$4.00 per month annually from the date of the Membership. In the event of any increase, FITNESS 19 will notify Member in writing 45 days before the increase goes into effect.

MEMBER'S SIGNATURE _____ DATE: _____

Type of Account: Credit Card: Checking: Savings

Members Right to Cancel/Length of Contract Term

17. **You, the buyer, may cancel this agreement at any time prior to midnight of the THIRD business day of the health club after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver by hand, a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. Notice of cancellation is considered given, if by mail when postmarked, if by telegram when filed for telegraphic transmission, or if by hand delivery when delivered to the seller's place of business. The notice shall be sent to FITNESS 19 CO 113, LLC, 11225 Decatur, Ste. 100, Westminster, CO 80234.**

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 18 and acknowledges receipt of a copy of the agreement.

LENGTH OF TERM OF CONTRACT:

- Monthly Dues Membership will continue for up to 3 months following FITNESS 19's receipt of Member's Notice of Termination. Monthly billing will continue for up to 1 month following FITNESS 19's receipt of Member's Notice of Termination. See Paragraph 14 for details.

Paid In Full Membership - Number Months: 3 (Max. 36 months)

* PARENT'S MEMBER'S SIGNATURE _____ DATE: _____