

BEFORE & AFTER FITNESS CENTER

Be an Inspiration

MEMBERSHIP AGREEMENT

LAST NAME: _____ FIRST NAME: _____ MI: _____
 PHONE NUMBER: _____ BIRTHDATE: _____
 MAILING ADDRESS: _____ CITY: _____ ZIP: _____
 EMAIL: _____ EMERGENCY CONTACT & NUMBER: _____

MONTHLY DUES MEMBERSHIP

Annual Fee (January 1 st)	\$40.00	
First Month Dues & Annual Fee Prorated		
Total Due at Initiation		
Automatic Recurring Monthly Due (1 st of each month)		
Classes and Gym (unlimited)	\$39.99	
Gym Only	\$24.99	

NOTE: All of the above fees are general operating revenue for Before & After Fitness Center and may be used or applied for any business purpose. All fees are nonrefundable after 3 days of this agreement (see Consumers Right to Cancellation on reverse side).

Contract Duration and Automatic Renewal: Contract is in force for months from the Contract Start Date, with automatic renewal for subsequent months, unless cancelled with written notification of 30 days in advance of the next billing date (see Termination of Monthly Dues Membership on reverse side).

Agreement to Pay Recurring Fees: Member agrees to pay monthly recurring fees using automatic credit/debit card or ACH.
 *MONTHLY DUES RENEWAL DATE BILLED AUTOMATICALLY ON THE FIRST OF EACH MONTH.

Medical Information: If you have any health issues or are on medication that a workout could irritate, please specify here:

Please read and sign below.

- (a) I will not allow any non-member into the gym (a \$500 fee will apply, and additional legal prosecution).
- (b) I understand that I will be notified if my credit card/ACH payment fails to authorize for any reason, and that a \$15 late fee will apply if I do not provide a valid credit/debit card information within 10 calendar days of the original rejection date.
- (c) I understand that my service will be suspended if my account becomes more than 5 calendar days late and that I will be obligated to pay all past due amounts, including any late fees incurred. Even if payments are revoked, it does not release the member from membership obligations.
- (d) I will not use any gym equipment until I have been instructed on how to use it.
- (e) If ACH transaction, I authorize Before & After Fitness Center to electronically debit my account and, if necessary, electronically credit my account to correct erroneous debits.
- (f) If using Insurance program, I will sign/scan in every visit or am responsible for a \$7.00 fee each time not sign/scan in.

MEMBER'S SIGNATURE _____ DATE: _____

By signing and dating below, you the Member, agrees to all of the terms and conditions on the front and back pages of the agreement, including the Warranty of Physical Fitness, Waiver and Release of Liability, which is written on a separate form, and acknowledges receipt of a copy of this agreement, the Waiver and Release of Liability.

Photo Release: I grant Before & After Fitness Center, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize Before & After Fitness Center, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Before & After Fitness Center may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. I have read and understand the above:

MEMBER'S SIGNATURE _____ DATE: _____

Membership: Your membership permits you to use Before & After Fitness Center premises, facilities, equipment and services. Your membership is subject to all current company policies, rules, and limitations, including all items on this agreement, the Warranty of Physical Fitness and Waiver and Release of Liability, which is on a separate form. Before & After Fitness Center has the right to sell memberships and other services, at different rates and terms. Members must be 18 years old. Youth Memberships (12 to 17) must be supervised by a member parent at all times.

Termination of Monthly Dues Membership: Member may notify Before & After Fitness Center in writing, at any time, your desire to terminate this membership. Member is required to provide a minimum of 30 days notice before their scheduled billing date, otherwise the member will be billed one final time. Member's privileges will continue for 30 days beyond the last billing date. All memberships are nonrefundable after 3 days.

Notice of termination is considered given, if by mail when postmarked, or if by hand by filling out a cancellation form at the Before & After Fitness Center business indicated on this Agreement. Verbal or EMAIL cancellations will not be accepted. Such notice should be sent to: Before & After Fitness Center, 525 Wheatfield Street, North Tonawanda, NY 14120. Additional "Consumers Right To Cancellation", policies, and Members Notice listed below.

Policy/ Procedure /Rules: You also agree to follow all written or posted rules and regulations. You agree to pay all sums due for membership plans and any other services you purchase. You understand and agree that Before & After Fitness Center has the right to revoke your membership and discontinue your privilege of using the facility if you fail to follow the rules and regulations or default on any obligations. In such an event you will remain liable for any unpaid balance due to Before & After Fitness Center .

Representations: You acknowledge that neither Before & After Fitness Center nor anyone else has made any representations or promises upon which you relied that are not stated in this agreement. If Before & After Fitness Center does not enforce any rights in this agreement for any reason, Before & After Fitness Center does not waive its right to enforce it later.

Guest Privileges/Fees: All guests must be announced and meet with an authorized Before & After Fitness Center representative before entering this facility. All guests must either join Before & After Fitness Center or are subject to pay a daily fee to use this facility. Daily fees are subject to change as sole discretion of Before & After Fitness Center All guests must sign a Waiver and Release of Liability before using this facility.

Right to Suspend or Cancel Membership: Before & After Fitness Center reserves the right to suspend or terminate this membership in its sole discretion.

Taxes and Charges: Before & After Fitness Center has the right to add to your pre-paid dues or to your monthly dues any taxes imposed by the government.

Late Charge, Collections Costs, Returned Items: If Member makes a payment that is rejected, member agrees to pay a late fee of \$15.00 after the 5 day grace period.

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 New York, Niagara County, 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.

Membership Non Transferable: This membership is not transferable and Member may not sell, assign or transfer this agreement, his/her membership in Before & After Fitness Center or any other right or privilege, and any such attempted sale, assignment or transfer shall be null and void.

Hour of Operation/Availability/Services: Before & After Fitness Center has complete control of operating hours and those hours are subject to change at discretion of Before & After Fitness Center and reserves the right to take the club temporarily out of operation for reasonable repairs, modifications, or improvements. Services include health studio with free weights, strength and aerobic equipment. Personal Training Services are offered for an additional fee and require a separate contract.

Financial Policy: You agree to pay the dues and fees on the front of this agreement. Whether or not you use the facilities, you still obligated to pay your monthly dues. Should you default in your payment obligation, you agree to pay all amounts owed. Any account that is more than five days past due, may result in Member losing all Before & After Fitness Center membership privileges. After 30 days said Member may be terminated or suspended and will be subject to all collections fees incurred, including late fees, past due amounts and any other service fees, including classes, personal training, and monthly dues.

Refunds: All refunds are subject to a 15-day processing period.

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.

Facility Maintenance/Modification of Equipment and/or Classes: Before & After Fitness Center reserves the right to temporarily take equipment and services offered out of operation for reasonable repairs, modifications, substitutions, or improvements. Before & After Fitness Center 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. You acknowledge that the equipment and services in the facility are available subject to demand and are offered on a first come, first serve basis.

Exercise Clothing: Appropriate workout attire must be worn inside exercise area. No street clothes, exposed metal on clothing, or see-through clothing is allowed. No open-toed, open heeled or dress shoes are allowed.

Personal Property: It is understood and agreed that Before & After Fitness Center, 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 Before & After Fitness Center is located.

Personal Training: Member will not perform any personal training with any Member or non-member without express written approval from the Owner/Manager of Before & After Fitness Center.

Assignment: Before & After Fitness Center may close or move your club of enrollment without effecting this agreement if it transfers your membership to a comparable club within a reasonable distance. Before & After Fitness Center reserves the right to sell, transfer or assign your membership. A notice of assignment shall be in writing and addressed to the Member at the address shown on this Agreement.

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 supersedes 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 New York. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue to be enforceable.

Corporation Information: 525 Wheat LLC DBA Before & After Fitness Center, 525 Wheatfield Street, North Tonawanda NY, 14120, 716-462-6353.

ACH: A \$25 insufficient fund fee will apply to any ACH checks with insufficient funds, along with any other fees charged to Before & After Fitness Center by our bank.

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THIS DATE OF SIGNING THIS CONTRACT.

ADDITIONAL RIGHTS TO CANCELLATION: YOU MAY ALSO CANCEL THIS CONTRACT FOR ANY OF THE FOLLOWING REASONS: (1) If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months; (2) If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing; (3) If you move your residence more than twenty-five miles from any health club operated by the seller; and (4) If the services cease to be offered as stated in the contract.



WAIVER

In consideration of my use of the exercise equipment and facilities provided by the Before & After Fitness Center (Before & After), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Before & After and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of Before & After.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge Before & After, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold Before & After harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and well-being of my guest and myself. I understand that Before & After does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by Before & After regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that Before & After is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

Corporation Information: 525 Wheat LLC DBA Before & After Fitness Center, 525 Wheatfield Street, North Tonawanda NY, 14120

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

MEMBER'S SIGNATURE _____ DATE: _____