

# **Full Force Fitness Contract**

## **Full Force Fitness Membership Summary:**

- Memberships are paid in advance of service on the 15th day of each month.
- New memberships are prorated for the first month. Regular monthly dues apply thereafter with payments made the first of each month.
- Membership dues are paid by monthly automatic electronic payment (credit card, debit card, or automatic checking account draft).
- Memberships 30 days past due will be canceled. Reinstatement requires payment of dues owed, reinstatement fee of \$25 and payment of first month of new membership.
- Written notice of 30 days must be given to assure cancellation of term memberships. No partial months.
- Maintenance fees are twice a year of \$16 and are taken out 150 days after each individual member signs up (including add ons). The annual maintenance fee is invested straight back into our location to maintain equipment and ensure the gym is always fresh and clean.

## **Membership -**

**A. Term Memberships:** Your first month at Full Force Fitness is prorated, contingent upon when this Agreement is initiated relative to the fifteenth of each month. Monthly Dues are only prorated once, upon initial enrollment with Full Force Fitness.

**B. Month-to-Month Memberships:** Members will need to pay on a monthly basis by checking account, debit card or credit card.

**C. Term Membership Payments:** All term memberships and guest fees are collected via auto-debit (i.e., electronic funds transfer) from either a checking account, debit card or credit card. By providing your checking account, debit card or credit card information you allow Full Force Fitness to automatically withdraw dues and fees as they come due each 15th of the month.

**D. Family Memberships:** Family is defined as spouse or children living in the same household. Only one member is allowed to satisfy dues. If a family membership drops to one member, the Dues change to the Individual rate in effect at that time.

**E. Right to Modify Dues:** If you have a Month-to-month Membership, then Full Force Fitness may increase your Dues at any time.

**F. Three-Day Right of Rescission** - New members have three days upon initial enrollment to cancel membership with payment partially returned. If the Agreement is canceled within three days, Full Force Fitness will return to the member ONLY last month's payment. To cancel, new members must inform Full Force Fitness in writing of their intent to cancel. Written intent to cancel can be delivered to Full Force Fitness in person or e-mailed to [info@fullforcefit.com](mailto:info@fullforcefit.com).

**G. Active/Reserve Military Member** - If at any time during the term of your agreement, you are deployed, or given orders to a new duty station, Full Force Fitness will allow you to freeze with no cost. Military Member will need to provide proof of deployment and/or assignment detailing the applicable time period.

**H. Availability of Facility** - Full Force Fitness may close its Facility for maintenance and other hours based on municipal requirements. Full Force Fitness may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this Agreement. If no part of the Facility is unavailable for more than three (3) consecutive days (not including Sundays) for any reason but less than fifteen consecutive days (not including Sundays), except acts of nature, Full Force Fitness will extend your membership, without Dues, for the same period the Facility was unavailable. Should the facility become unavailable for more than fifteen consecutive days (not including Sundays) for any reason including acts of nature, then you may elect to cancel this membership effective the following 15th of the month. Full Force Fitness will not be responsible for refunding any membership fees paid, including advance payments up to 12 months.

**I. Freeze Policy for Term Memberships**- Members may put their term membership on hold, in one calendar month increments, for up to three (3) calendar months per year for a fee of \$25 per freeze request. Notice of freeze must be given to Full Force Fitness via e-mail [info@fullforcefit.com](mailto:info@fullforcefit.com) at least 3 working days prior to the first day of the month to be frozen. Members will not be billed for membership during frozen months. Billing will resume automatically upon end of freeze. The current membership agreement will be extended by the number of months frozen.

**J. Late Payment / Declined Credit Card Fees** - A \$15 late payment will be due and payable for payments received past the 20th of the month. A declined credit card/debit card will result in a fee of \$25. Membership fees must be paid on or before the first of the month. Members who are not current will not be allowed to enter Full Force Fitness until dues are paid

**K. Cancellation of Membership by Member** - All cancellations must take place in person at Full Force Fitness. We have a 30-day cancellation notice policy. If a member is on a contract and does not meet the criteria for early termination (relocation or medical with proof) there is a \$200 early termination fee.

**L. Lost Articles** - Full Force Fitness assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.

**M. Smoking, Alcohol, Food and Drink** - No smoking is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container. No alcohol is permitted anywhere on the premises.

**N. Supervision of Children** –

- Members must be 13 years of age or older unless supervised by a parent or legal guardian at all times.

- Guests/Visitors under the age of 13 must be supervised by a parent or legal guardian at all times.
- Children between 12 and 14 may participate on a case-by-case basis in fitness classes if the parent or legal guardian is present. Full Force Fitness will be the sole determiner if a child between the ages of 12 and 14 may participate in fitness classes. This determination will take into account the following and other factors: physical and emotional maturity, physical ability to safely perform exercises, ability to follow instructions, and/or a determination that regular classes will allow for greater progress.
- **Kid's Hangout Room** –Parents who are interested in the Kid's Hangout Room must notify staff before taking child into the Kid's Hangout Room. Parent is required to read and sign the Waiver of Liability Form before going forward.

**O. Conduct** - Full Force Fitness is committed to the health, safety, welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. Full Force Fitness has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of any member engaging in unacceptable behavior.

**P. Damages** - Members shall pay for any damages Full Force Fitness property which results from the willful or negligent conduct of member, member's guest or dependent children.

**Q. Rules and/or Regulations** - Members who do not observe Full Force Fitness rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of Full Force Fitness's rules or regulations. Not all rules and regulations are listed in this agreement. Full Force Fitness reserves the right to add, change or remove rules, conditions of membership, and all services and facilities offered by Full Force Fitness.

**R. Safety Notices** - This facility is under 24-hour recorded video surveillance and **Member access key fob usage is logged**. Members **MAY NOT** bring in guests at **ANY TIME** without the prior written consent of the facility staff. Furthermore, **if this policy is violated, at the sole discretion of the facility management, the Member will be charged a fee of \$25 and/or have their membership suspended or canceled.**

- All guests must sign a Guest Waiver and pay for a day pass.
- Members may not allow anyone else to use their key fob and must alert Full Force Fitness immediately if it is lost or stolen.
- Each member must scan their personal key fob individually when entering Full Force Fitness.
- Members who do not have their key fob will not be allowed into the facility during non-staffed hours, nor should they expect for anyone else to let them into the facility.
- Personal training services provided in this facility may be provided either by employees or by independent contractors operating their own business. Regardless, all payments for personal training services are to be made to Full Force Fitness, who will then pay the trainers as the services are provided.

- All Members have access to an orientation to the facility and the proper use of its equipment. It is the Member's responsibility to request this orientation.
- It is each Member's individual responsibility to wipe down the equipment and re-rack the weights the Member has used.
- Members are hereby required to use the safety features of the equipment. If a member is unsure of how to use a machine, the Member should obtain instructions from the staff or personal trainers.
- Full Force Fitness has a strict age requirement policy. Persons under the age of twelve (12) are not permitted at Full Force Fitness in the strength training area or sauna. Members aged twelve to fifteen (12 – 15) years of age are only permitted in the strength and cardio area at Full Force Fitness under the direct supervision of a parent or legal guardian. Members aged fifteen to seventeen (15 – 17) are permitted in the strength, cardio, and sauna area at Full Force Fitness unsupervised with the written consent of a parent or legal guardian. No one under the age of eighteen (18) is allowed at Full Force Fitness during non-staff hours without a signed parental waiver form of a parent or legal guardian.

**S. Miscellaneous-**

- This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties
- Member has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) Member has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Member certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.
- If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.

**T. MEMBER ASSUMPTION OF RISK AND RELEASE - I understand the risk of injury from Full Force Fitness activities and using any Full Force Fitness equipment is significant, including the potential for permanent paralysis and death, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and exercising alone without the aid and presence of Full Force Fitness staff on the premises. In addition, I acknowledge that Full Force Fitness activities may include outdoor activities which may present additional risks, such as slippery surfaces, uneven surfaces, loose rocks or gravel, and other items. I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Full Force Fitness AND Full Force Fitness, LLC, their respective owners, officers, affiliates, agents and employees, other participants, sponsoring agencies, sponsors, and advertisers WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE to person or property that may**

arise out of or in connection with my use of any of the equipment or facilities of Full Force Fitness, or any other outdoor exercise offered by Full Force Fitness.

I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that Full Force Fitness is relying on this release in agreeing to enter into this Agreement.

U. Sales Tax - Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, Full Force Fitness has the right to increase your monthly membership dues by the amount of such increase. If you have requested to pay your monthly dues by pre-authorized electronic funds transfer, the monthly amount will be adjusted to reflect any increase in the sales tax rate.

V. NOTICE - ANY HOLDER OF THIS AGREEMENT 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.