



924 Main Street  
Niagara Falls, NY 14301  
716-282-2888

Membership Agreement

DATE: \_\_\_\_\_

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

NEW  RENEWAL  REWRITE

First Name \_\_\_\_\_ Last \_\_\_\_\_ Middle Initial \_\_\_\_\_ Social Security # \_\_\_\_\_

Street Address \_\_\_\_\_ Apt.# \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  MALE  FEMALE

( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Primary Phone Number \_\_\_\_\_ Work Phone \_\_\_\_\_ Birthdate \_\_\_\_\_ ( ) \_\_\_\_\_

In Case of Emergency, Call (Name) \_\_\_\_\_ Emergency Phone \_\_\_\_\_

Drivers License # \_\_\_\_\_ Employer \_\_\_\_\_ Occupation \_\_\_\_\_ ( ) \_\_\_\_\_

Source \_\_\_\_\_ Cell Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

..... **Members with Access to Club Facility** .....  
(Please Print)

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

PRIMARY MEMBER FAMILY MEMBER FAMILY MEMBER FAMILY MEMBER

Membership Privileges, Notices, Disclosures & Agreements

MEMBERSHIP TYPE: \_\_\_\_\_

**RENEWAL PROGRAM OPTIONS:**

**RENEWAL STATEMENT PROGRAM:**

Provided member is not in default or delinquent of this agreement, member may retain use of all privileges by renewing on or before \_\_\_\_/\_\_\_\_/\_\_\_\_ for \_\_\_\_ months, at \$\_\_\_\_\_ per month (EFT) or at \$\_\_\_\_\_ per month (CPN), or \$\_\_\_\_\_ (PIF).

**AUTOMATIC RENEWAL PROGRAM:**

Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the rate indicated below. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to the club's address. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period not to exceed \$\_\_\_\_\_ per month.

TOTAL AMOUNT: \$\_\_\_\_\_ PER MONTH FOR FUTURE AUTOMATIC RENEWAL.

Member's Initials: \_\_\_\_\_

**NONRENEWABLE MEMBERSHIP:**

This membership will expire: \_\_\_\_\_

1. Your Membership begins: \_\_\_\_/\_\_\_\_/\_\_\_\_

2. Your Membership expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

3. Enrollment Fee or Prepaid Amount is: \$ \_\_\_\_\_

4. Remaining Balance is: \$ \_\_\_\_\_

5. Enrollment Fee + Remaining Balance is: \$ \_\_\_\_\_

**DEFAULT AND LATE PAYMENTS:** Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. Should any monthly payment become more than ten days past due, you will be charged a late fee. An additional service fee will be assessed for any check, draft, credit card, or order returned for insufficient funds or any other reason. If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Financial Services, Inc., reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law. **NOTE: Members paying monthly dues by E.F.T. are subject to \$5.00 per month increase of monthly dues if E.F.T. payment is stopped or changed. This will not affect any other provisions of this agreement.**

1st Pay. Schedule : DUES				
Number of Payments	Monthly Payment Amount	Payment Due Date	A/R (Y/N)	Initials

2nd Pay. Schedule :				
Number of Payments	Monthly Payment Amount	Payment Due Date	A/R (Y/N)	Initials

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, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

**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.

**CONSUMERS RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THIS DATE . . . . .** Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the buyer. All moneys paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days.

**THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS**

You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risks to you. Read this notice carefully before making a decision. New York State law requires certain health clubs to post a bond or other financial security to protect members in the event the club closes. This club is exempt from this requirement since it gives members the option of paying on an installment basis, therefore it need not post a bond or other form of financial security. In deciding whether to make your payments on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet its financial obligations to members.

CLUB # 1451 MEMBERSHIP # \_\_\_\_\_ (5 digits)

CLUB REPRESENTATIVE \_\_\_\_\_ MEMBER \_\_\_\_\_ PARENT OR GUARDIAN \_\_\_\_\_

**PLEASE ATTACH A VOID OR BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT**

**REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS**

We hereby request the privilege of paying to ABC Financial Services, Inc ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of \_\_\_\_\_ (Name as shown on account)

American Express  MasterCard  Visa  Discover  Diners Club

Credit Card Acct. # \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_ ROUTING NUMBER (9 Digits) \_\_\_\_\_

Checking Acct.  Savings Acct. \_\_\_\_\_ BANK NAME \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

Subject to the following conditions:  
 (1) The items shall be drawn on or about the date or dates of the Payment Schedule. The transactions on your bank statement will constitute receipts for payment on your account.  
 (2) If the regular payments set forth on the Payment Schedule should vary in amount, you are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, you choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment.  
 (3) By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for your review at the Company's website: [www.abcfincial.com](http://www.abcfincial.com) under terms and conditions.  
 (4) The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.  
 (5) If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Schedule).  
 (6) A service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payment become past due.  
 (7) This preauthorization payment arrangement shall apply to the following Applicant(s): \_\_\_\_\_

Date \_\_\_\_\_ Customer Signature \_\_\_\_\_ (Signature required only if name on account is different than member)

## TERMS & CONDITIONS

### ADDITIONAL RIGHTS TO CANCELLATION:

You may also cancel this contract for any of the following reasons:

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.

If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing. If you move your residence more than twenty-five miles from any health club operated by seller. If the services cease to be offered as stated in the contract. All moneys paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within fifteen days of receipt of such notice of cancellation; provided however that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days.

### RULES & REGULATIONS

1. MEMBER, by executing this Agreement, does hereby join the CLUB and such membership entitles the MEMBER to use the facilities. The MEMBER is entitled to use the facility only and MEMBER shall be required to provide MEMBER's own athletic equipment and clothes.
2. MEMBER agrees to present and scan his/her membership card upon entering the CLUB. If MEMBER cannot present his/her membership card, then MEMBER agrees to announce his/her name to a staff member and understands that he/she may be asked to present identification.
3. MEMBER agrees that at all times when MEMBER is using the facilities of the CLUB, that MEMBER will strictly comply with all the terms and conditions of this Membership Agreement and the rules and regulations regulating the use of the facilities as may be in effect from time to time. MEMBER agrees that it is MEMBER's responsibility to seek out and familiarize himself/herself with the rules and regulations, as they exist for use of the facility.
4. MEMBER agrees to comply with the CLUB's posted circuit rules and guidelines. MEMBER further agrees to respect that members using the circuit as an ordered routine have priority and he/she may not interrupt said routine.
5. If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the CLUB may suspend the MEMBER's right to use the facility until such time as the MEMBER provides the CLUB with reasonable assurance of future compliance. During the period of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the MEMBER's membership may be terminated by the CLUB.
6. MEMBER agrees and understands that there are risks associated with the use of the facilities and MEMBER further agrees and understands that MEMBER is assuming the risks associated with the use of the facilities and all equipment contained therein including the risk of injury and death. For and in consideration of the use of the facilities, MEMBER agrees to release, discharge, and waive any Claim against the CLUB and its owners, agents, employees and representatives from any and all damages, injuries or death resulting from the MEMBER's use of the facilities including but not limited to the exercise and associated equipment and athletic facilities, participation in fitness programs and exercise classes. The MEMBER represents that he/she is in good health and does not suffer from any infirmity, disease, impairment or physical conditions that would prevent MEMBER from participating in any of the activities and programs or use of the exercise equipment without suffering harm or injury. MEMBER represents to the CLUB that MEMBER either has the permission and approval of his physician to participate in the athletic activities, programs, and exercise classes and use of exercise equipment or if he/she does not have such permission, the MEMBER hereby assumes the risk of injury and death, which may result from such activities.
7. MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBERS or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities, MEMBER's membership shall be subject to immediate cancellation.
8. MEMBER agrees that MEMBER shall abide by the CLUB dress code at all times while in the facility.
9. MEMBER agrees that MEMBER shall not use loud or profane language upon the CLUB premises nor shall MEMBER molest, badger, assault or harass other CLUB Members, guests or employees. If MEMBER engages in such behavior, MEMBER's membership shall be subject to immediate cancellation.
10. MEMBER understands that the CLUB prohibits the use of any drugs or steroids and MEMBER agrees not to use any drugs or steroids on the CLUB premises. MEMBER acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. MEMBER recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon CLUB premises.
11. MEMBER agrees not to enter the CLUB with wet or muddy shoes and understands that he/she must remove wet or muddy shoes before entering the CLUB and agrees to bring an additional pair of shoes for their workout. MEMBER further understands that open toed shoes, sandals, and flip flops are strictly prohibited.
12. MEMBER agrees to use the provided towel and disinfectant to clean any body oils or perspiration the MEMBER may have left on the CLUB's equipment.
13. MEMBER agrees to comply with the CLUB's 30-minute time limit on cardio machines when all of the same machine types are in use.
14. MEMBER agrees to return weight plates, dumbbells, benches, attachments, and any other accessories to their original location.
15. MEMBER agrees not to disrupt the CLUB's comfortable environment. Possible disruptions include, but are not limited to: Cutting in front of other members on the circuit, intimidating or aggressive behavior; unreasonable grunting or breathing; dropping weight plates, bars, or dumbbells; and slamming the weight plates on the cable station.
16. MEMBER agrees to maintain his/her personal hygiene throughout his/her workout in the CLUB. The CLUB suggests re-applying deodorant, changing shirts, or showering before the workout. MEMBER further agrees not to enter the CLUB wearing excessive cologne or perfume.
17. MEMBER agrees that if MEMBER fails to use the CLUB facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.
18. In the event a dispute arises between MEMBER and the CLUB which relates to this Membership Agreement, the events, negotiations, representations, and warranties which occurred or were made prior to the execution of this Membership Agreement or to MEMBER's use of the CLUB facilities, exercise equipment, or participation in exercise classes or other programs including any injuries to the MEMBER, the dispute will be decided by arbitration in accordance with the commercial rules of the American Arbitration Association.
19. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the prevailing party shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.
20. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supercede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.
21. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.