

Date:

Agreement Type:

Registered with the State of Florida as a health studio HS 13088

Athletica Health & Fitness LLC

4015 Santa Barbara Blvd Naples FL 34104 (239)-297-0013

12 Month Membership Package Agreement

Email:

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

Buyer's Name:	Driver's License:
Member's Name:	Birthdate:
Member's Address:	City, State, and Zip:
Cellphone:	Work Phone:
Emergency Contact:	Emergency Phone:

MEMBERSHIP TYPE: _____ SALESPERSON: _____ MARKETING SOURCE: _____

Terms, Conditions, Notices & Disclosures

This membership is effective as of: _____ and the initial term is through: _____. Once the initial term is over, this membership will automatically renew on a month to month basis until the member purchases another 12-Month Membership Package or until the member has submits a cancellation request

Annual Maintenance Fee of _____ is due each calendar year, the first year's fee is included in the above total. The Maintenance Fee will be collected in subsequent years on the 1st day of the month of the member's anniversary. This fee is to be charged per member included on this agreement. The Members initial states an understanding of this information: Initials _____

NSF Charge: If a payment is returned for nonsufficient funds, the member will be charged a \$25.00 fee.

RENEWAL TERMS

If member purchases another 12-Month Package after initial term expires they will be allowed to purchase a new package at the same guaranteed rate than the initial term of their membership agreement until member submits a proper request for cancellation, which membership will be promptly cancelled upon request and no further charges will be due.

If member does not purchase another 12-Month Package after initial term expires, this membership will AUTO RENEW at the at a monthly rate of \$39.99 following the initial term of your membership agreement until member submits a proper request for cancellation, which membership will be promptly cancelled upon request and no further charges will be due.

The Members initial states an understanding of this information: Initials _____

NOTE

I understand that I have signed hereunder a contract/note which will be processed & collected by Athletica Health & Fitness LLC and that any future involvement I may have regarding the billing of this contract will be communicated directly with Athletica Health & Fitness LLC in writing at the address on the top of the page or at the phone number at the top of the page or such address and phone number that is provided to me in writing. My failure to regularly attend and utilize center facilities does not relieve me of my obligation, regardless of the circumstances, to pay the fees in full. I understand that, except as herein provided, my membership is cancelable at any time by submitting the proper cancel request. Should a default occur and your account is placed with a Collection Agency, a collection fee in the amount of 30% of the outstanding balance will be added to your account and become part of the Total Amount Due, as well as court costs, and reasonable attorney's fees, all of which may be paid or incurred by the holder of this note.

For VALUE RECEIVED, I/We, or either of us Promise to Pay to the Order of Athletica Health & Fitness LLC or its assigns the total amount of _____ as the 12-Month Membership Package beginning _____ (month/year) and an annual maintenance fee each year thereafter until a cancellation request is processed.

An NSF Charge will be assessed for all rejected EFT transfers, subject to appropriate state and federal laws. Should default be made in any payment, any remaining balance due hereunder shall immediately be due and payable at the option of the owner of this note and shall bear interest at the rate of 10% per annum from the date of default. To the full extent permissible by law, for purposes of collection or any dispute arising hereunder, I hereby submit to the sole and exclusive jurisdiction of the State of Florida. If payment is due, a late and/or service fee will apply. The debtor waives presentment hereof for payment, protest and notice of non-payment and of protest. The holder may extend or postpone payment without notice and without discharging the undersigned. **NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ ALL PAGES.**

Club Representative

Buyer's Signature (must be over 18 Years Old)

Member's Signature (if different from buyer)

REQUEST FOR PREAUTHOIRZED PAYMENT

I/We hereby request the privilege of paying to Athletica Health & Fitness LLC ("The Company") and further authorize the Company to draw items (electronic fund transfers) for the purpose of paying said payments, including any NSF fees or service fees, on the account of _____

Payment Method _____

Bank Name: _____ Routing #: _____ Account #: _____

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) By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations.
- (3) A service fee will be assessed and drafted for any draft returned for insufficient funds or any other reason.
- (4) This preauthorization payment arrangement shall apply to the following Applicant(s):

Account Holder Signature: _____ Date: _____

1. **BUYER'S RIGHTS:**

- A. **CANCELLATION:** Members are entitled to the penalty-free cancellation of this contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to Athletica Health & Fitness LLC, and refund upon such notice of all moneys paid under the contract, except that Athletica Health & Fitness LLC may retain an amount computed by dividing the number of complete days in the contract term into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract. A refund shall be issued within 30 days after receipt of the notice of cancellation.
- B. **OUT OF BUSINESS OR RELOCATION:** The member's contract will automatically cancel if Athletica Health & Fitness LLC goes out of business and fails to provide equal quality facilities within 30 days at no additional cost within 5 miles of, or if its facilities or moves more than 5 driving miles from its location, upon written notice by the Member, with refund of this contract in an amount computed by dividing the total price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. If the health studio wishes to enforce such contract after receipt of such showing, it may request the department to determine the sufficiency of the showing. The business location of Athletica Health & Fitness LLC shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
 - i. Upon sale, for not more than 14 days; or
 - ii. During ownership, for not more than 7 consecutive days and not more than 2 periods of 7 consecutive days in any calendar year.

The member should contact the Florida Department of Agriculture and Consumer Services within 60 days if Athletica Health & Fitness LLC goes out of business.

- C. **BUYER'S RIGHT TO TERMINATE EARLY:** Buyer has the right to submit a cancellation request at any point during their membership, upon processing of that request buyer's contract will terminate. Notice of cancellation must be provided in writing and provided to Athletica Health & Fitness LLC. Such a notice of cancellation shall also terminate automatically the member's obligation to any entity to whom Athletica Health & Fitness LLC has subrogated or assigned the member's contract. And that if Athletica Health & Fitness LLC wishes to enforce such contract after receipt of the notice, it may request the department to determine the sufficiency of the notice.
- D. **DEATH OR DISABILITY:** If the member dies or becomes physically unable to avail himself/herself of a substantial portion of those services which were used from the commencement of the contract and acceptable proof of such death or physical disability is received by Athletica Health & Fitness LLC, (s)he and his/her estate shall be relieved from the obligation of making payment under this contract other than that received prior death or the onset of disability, and that if (s)he has prepaid any-sum under this contract, that amount shall be promptly refunded. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460 or 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days.

- E. **LENGTH OF CONTRACT:** The initial contract will not exceed 12 months and thereafter shall only be renewable according to the renewal terms listed on page 1. Renewal contracts may not be executed, and the fee therefore paid until 60 days or less before the preceding contract expires.
- F. **IDENTIFICATION CARDS:** Athletica Health & Fitness LLC requires all members check into the club using their provided key tag. When the member joins the club their picture is taken, this picture will act as proof of identification for all future check-in's.
- G. **BUYER'S RISK:** SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT ATHLETICA HEALTH & FITNESS LLC AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. ATHLETICA HEALTH & FITNESS LLC IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

2. **DISCLAIMER OF LIABILITY:** Athletica Health & Fitness LLC urges all members to obtain a physical examination from their physicians prior to the use of any exercise equipment or attendance in any exercise class. In recognition of the possible dangers connected with any physical activity, member(s) hereby knowingly and voluntarily waive(s) any clause of action of any kind whatsoever arising as the result of such activity from which any liability may or could accrue to Athletica Health & Fitness LLC, its officers, agents, employees, instructors or assigns.

Member's Signature (must be over 18 Years Old)

Member's Signature (if minor)

- 3. **RULES AND REGULATIONS:** MEMBER AGREES TO FOLLOW CLUB RULES AS PROMULGATED FROM TIME TO TIME. Violation of these rules may be the cause of suspension or cancellation of membership. Member acknowledges receipt of a copy of the current club rules prior to entering this agreement.
- 4. **SEVERABILITY:** If any part of this contract shall be invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect.
- 5. **NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT 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. **JURISDICTION:** To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of Florida and to the application of Florida law.
- 7. **ENTIRE AGREEMENT:** The member and Athletica Health & Fitness LLC acknowledge that this agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.
- 8. **CANCELLABILITY AND TRANSFERABILITY:** This membership is not negotiable, transferable or cancelable except as otherwise provided herein.
- 9. **DURATION:** The contract remains in effect indefinitely, until member submits a proper request for cancellation, or member's account becomes more than 30 days delinquent, at which time Athletica Health & Fitness LLC reserves the right to terminate the contract effective immediately.
- 10. **DEFAULT AND LATE PAYMENTS:** A default occurs when a payment is rejected by the members bank for Not Sufficient Funds. The member will be charged an NSF Fee for this rejection. If the members account is delinquent for more than three days, you will be charged a late fee. Athletica Health & Fitness LLC 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.

Member affirms, acknowledges and attest that Member's mailing address, telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Athletica Health & Fitness LLC, including its agents and mail address set forth on the face of this agreement, or subsequently provided by Member to Athletica health & Fitness LLC.