

\_\_\_\_\_ I authorize YouFit and its third-party service providers to contact me at the phone numbers provided in this agreement via phone call and text message for advertising, special offers, marketing, debt collections, or other purposes. Calls and messages may be sent to me through an automatic telephone dialing system. I am not required to give this consent as a condition of purchasing or leasing anything from YouFit. Message and data rates may apply. To opt out, call (888) 968-3481 or reply STOP to any text message.

**12 MONTH TERM AGREEMENT  
AGREEMENT TO PAY AND SERVICES PROVIDED  
BASIC PREMIUM PREMIUM+**

**This is a Contract for a Term of 12 months with automatic renewal for one-month Terms.**

The Initial Term begins on the indicated date and ends on the indicated date. In exchange for the services specified in this Agreement, Buyer agrees to pay YouFit or its assigns the indicated rate (plus applicable tax) on the indicated day of each month until the end of the Term. Upon the conclusion of the Initial Term, this Agreement will automatically renew for one-month Terms thereafter with no Cancellation Fee until cancelled by Buyer or YouFit pursuant to the terms of this Agreement.

YouFit will give Buyer at least 60 days' notice in advance of any renewal date of any increase in the prices Buyer will owe for a renewal Term or the Annual Fee.

Buyer may cancel this Agreement before the end of any Term by giving notice of cancellation as provided below and paying the Cancellation Fee, if applicable.

**Initiation, Annual and Cancellation Fees.**

Buyer agrees to pay YouFit or its assigns indicated rate on the indicated date as a one-time initiation fee.

Buyer further agrees to pay an annual fee of indicated rate (plus applicable tax) on the indicated day of indicated in the Initial Term. After that, Buyer agrees to pay an annual fee on the same day every year while this Agreement is in effect regardless of the duration of the contract. The annual fee is not refundable, except as expressly permitted in this Agreement. If Buyer cancels this Agreement prior to the end of the Initial Term, Buyer agrees to pay a Cancellation Fee of the lesser of: (i) six months of membership dues; or (ii) the remaining amount owed under this Agreement, except in the case of certain cancellations expressly permitted in this Agreement without a Cancellation Fee.

**YouFit will provide access to the fitness centers identified in this agreement.**

**CREDIT CARD FEE.** YOU PROVIDE YOUR CREDIT CARD NUMBER AS A GUARANTEE OF PAYMENT AND AGREE TO PAY THE CREDIT CARD CONVENIENCE FEE SET FORTH HEREIN ACCORDING TO THE TERMS OF THIS AGREEMENT. YOU UNDERSTAND THAT THESE CHARGES WILL BE CHARGED TO YOUR CREDIT CARD. YOU AUTHORIZE "CLUB" TO CHARGE YOUR CREDIT CARD ACCORDING TO THIS AGREEMENT.

Eligible Memberships receive the standard ACH membership rate for having a checking or savings account on file. An advantage of linking your checking or savings account with your Membership is you won't have to worry about changes in card numbers or expiration dates for credit/debit cards. As long as funds are in your account, you shouldn't have to worry about declined charges! We also accept all major credit cards. Paying with a debit/credit card will also include an additional \$2/month convenience fee.

**YouFit will provide access to online video content via its OnDemand service at [YouFit.intelivideo.com](http://YouFit.intelivideo.com) for the indicated rate subject to the month-to-month terms listed above.** I agree to the Terms & Conditions and Privacy Policy attached to this Agreement and found at [YouFit.intelivideo.com](http://YouFit.intelivideo.com).

**AUTOMATIC RENEWAL:** Buyer agrees that all memberships will automatically renew at the end of the initial term and each subsequent term, and that YouFit will automatically charge buyer the amounts shown above under "AGREEMENT TO PAY." Buyer further agrees that an annual fee will automatically be charged each year as shown above under "AGREEMENT TO PAY." To cancel, follow the instructions below and submit your cancellation at least thirty (30) days in advance of the renewal date. Questions? Call (888) 968-3481.

**HOW TO CANCEL:** In addition to any cancellation options specified herein, Buyer may cancel this Agreement by completing a cancellation request form at Buyer's YouFit location, or by written letter sent by US Mail to buyer's YouFit location, or YouFit, 4032 W. Hillsboro Blvd., Deerfield Beach, FL 33442. Cancellation requests may take up to thirty (30) days to become effective. Buyer is responsible for all dues and fees that come due prior to a cancellation request becoming effective, including all dues for the payment that occurs during the 30-day cancellation period. You will receive full access to purchased periods.

**REFUNDS:** No refunds shall be made except as specifically provided in this Agreement.

**Additional terms are printed below and on the following page(s) which may affect Buyer's legal rights. By signing this Agreement, Buyer represents and warrants that they are of legal age, and that Buyer has read and understands this entire**

**Agreement including the policies applicable to Buyer's use of YouFit's facilities and services, the release and waiver of liability and the Additional Terms and Conditions on the reverse side hereof, and the current Membership Policies and Club Rules and Regulations. A copy of this Agreement will be sent to the email address provided by Buyer; a paper copy is available upon request. This Agreement, including the Privacy Policy of YouFit found at [www.youfit.com/privacy-policy](http://www.youfit.com/privacy-policy), constitutes the entire agreement of the parties; no other understanding exists between them. If the member is under 18 years of age, the parent/legal guardian who signs this Agreement acknowledges that they read and understand this Agreement as outlined above and consents to and guarantees the member's performance, including any payment required under this Agreement.**



## REQUEST FOR PREAUTHORIZED PAYMENT

I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC ("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 listed above.

### Subject to the following conditions:

(1) The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.

(2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.

(3) If the regular payments set forth in the Membership Agreement 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 You have made.

(4) 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.abcfitness.com](http://www.abcfitness.com) under Terms of Service.

(5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.

(6) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.

(7) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.

(8) By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.

(9) This preauthorization payment arrangement shall apply to the following Applicant(s):

### NOTICE TO CUSTOMER

1. You are entitled to a copy of this contract at the time you sign it.
2. You may cancel this contract at any time before midnight of the third operating day after receiving a copy of this contract.
3. If you choose to cancel this contract, you must either:
  - A. Send a signed and dated written notice of cancellation by registered mail, return receipt requested; or

**B. Personally deliver a signed and dated written notice of cancellation to the Health Spa's address on the face of this agreement.**

- 4. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. If the third operating day falls on a Sunday or holiday, notice is timely given if it is mailed or delivered as specified in this notice on the next operating day. Refunds must be made within thirty operating days of receipt of the cancellation notice by the health spa. 'Operating day' means any day on which patrons may inspect and use the facilities and services of the health spa during a period of at least eight hours.**

#### **ADDITIONAL CANCELLATION RIGHTS**

1. This contract is subject to cancellation by notice sent by registered mail, return receipt requested, or personally delivered to the address of the health spa specified in the contract upon the customer's death or permanent disability. In a cancellation under this subsection, the health spa may retain the portion of the total contract price representing the services used plus reimbursement for the expenses incurred in an amount not to exceed twenty-five per cent of the total contract price.
2. This contract is subject to cancellation by notice sent by registered mail, return receipt requested, or personally delivered, to the address of the health spa specified in the contract upon the customer's change of permanent residence to a location more than twenty-five miles from the health spa or an affiliated health spa offering the same or similar services and facilities at no additional expense to the customer. In a cancellation under this subsection, the health spa may retain the portion of the total contract price representing the services used plus reimbursement for the expenses incurred in an amount not to exceed twenty-five per cent (25%) of the total contract price.

#### **ADDITIONAL TERMS**

##### **EFT REQUEST, BILLED Biweekly TO A CHECKING, BANK, AND/OR SAVINGS**

**ACCOUNT:** Buyer (individually and as agent or guardian of member) hereby authorizes YouFit and/or its agents to make periodic charges to or withdrawals from the account used to pay the initial payment described above or the account designated below or replacement hereafter for payment of any sums due YF FC Operations, LLC and/or its agents' facilities or services (the "EFT"), as follows. Buyer waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected biweekly dues, payments or portions of the balance due described on this Agreement and the corresponding service charges. Any service charges incurred by either party during an electronic funds transfer are the sole responsibility of the buyer. Buyer understands that the buyer is in full control of buyer's payment and that this EFT authorization will remain in effect until YouFit and/or its agents receive written notice via certified mail of termination of this Agreement as allowed by this Agreement and has a reasonable opportunity to act on that notice. If you decide to change your billing information, a five (5) day notice is required. Such notification will not otherwise affect this Agreement and buyer's obligation herein. Buyer understands that cancellation of EFT authorization in no way relieves the obligation to fulfill the terms and payments of this Agreement.

If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified mail to the address listed above. As a service to members to provide a credit or debit card as a form of payment we reserve the right to Bill expired credit or debit cards and or obtain new expiration dates from card issuers who make these dates available until the member has cancelled in accordance with this Agreement or revoke their authorization to bill with their financial institution.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your biweekly 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 biweekly membership dues by the amount of such increase. If you have requested the privilege of paying your biweekly dues by pre-authorized electronic funds transfer, the biweekly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

**MEMBER'S REPRESENTATION AND WARRANTY OF CONDITION:** Member represents and warrants that Member is in good physical condition and able to safely and competently use YouFit's facilities and services. Member acknowledges and agrees that no employees or personnel of YouFit are capable of diagnosing,

examining or treating medical conditions of any kind, of evaluating anyone's ability to safely participate in any activity, or of determining the effect of any specific exercise on any person or medical condition, and that no person has made any representation to the contrary. YouFit reserves the right, in its sole and absolute direction, to revoke or deny any membership or services agreement, or deny use of YouFit's facilities or services, to anyone whose use or participation may endanger the health or safety of themselves or others.

**LIMITATION OF LIABILITY, RELEASE AND INDEMNIFICATION:** Member assumes all risk of injury, illness, disability, or death related in any way to Member's use of YouFit facilities or services. Member releases YouFit from any and all liability, claims, demands or actions, at law or in equity, which exist now or may exist in the future, regardless of YouFit's alleged or actual fault, related to this agreement or member's use of YouFit facilities or services, and covenants not to sue. This release and covenant not to sue expressly includes but is not limited to any direct, special, incidental, indirect, punitive, or consequential damages. Member further agrees to indemnify, defend, and hold harmless YouFit, from and against any and all liability, claims, demands, or actions, at law or in equity, related to any use by Member of YouFit facilities or services, any violation of law by Member, or any breach of this agreement by Member. All references in this Agreement to YouFit include YouFit's owners, officers, directors, employees, affiliates, subsidiaries and agents. All references in this Agreement to YouFit's services include, without limitation, personal training and group fitness classes.

**INDEPENDENT ADVICE:** YouFit urges Member to see a doctor before commencing any physical activity and to follow a doctor's advice as to Member's health, fitness, or physical capabilities. Further, YouFit urges Member to have this Agreement reviewed by an attorney before signing. Member's signature and/or initials indicates Member's acceptance of all the terms and conditions in this Agreement, without limitation.

**VALUABLE AND PERSONAL PROPERTY:** We urge you not to bring valuables into the club. We shall not be responsible for any lost, theft or damage to the personal property brought into the club, whether member, guest or other individual. You agree that you shall hold us harmless for any such loss.

**COMPLETE AGREEMENT AND SEVERABILITY:** The terms of this entire Agreement constitute the full Agreement between the parties and supersede any oral promises or statements made. No agent or representative of YouFit is authorized to alter or change the language or content of this Agreement. If any part this Agreement is declared unenforceable, the remaining provisions of the Agreement shall not be affected and shall continue in full force.

**APPLICABLE LAW:** This Agreement shall be governed by Arizona law or whichever county the health club resides in.

**TRANSFERRING AND ASSIGNMENT OF AGREEMENT:** We may sell, assign or transfer our right to receive payment from you to a finance company, bank or other institution. You will be notified of such a transfer. Neither you nor any member may sell, assign or transfer a membership, or any right thereto.

**DEFAULT:** You are in default of this Agreement if:

1. You or any member covered by this Agreement fails to obey any club rule or regulation as may be amended from time to time; or
2. We do not receive payment on or before its due day.

**OUR RIGHTS UPON DEFAULT:** In the event you default on this Agreement, including the violation of any rule then in effect, we may suspend or revoke your membership privileges.

**RETURNED CHECKS & LATE FEES:** A twenty-five dollar (\$25) fee will be charged for any returned checks. A seven dollar (\$7) late fee & a three dollar (\$3) service fee will be assessed to late payments. If the member defaults on the Agreement we may demand immediate payment of all unpaid payments.

**RESTRICTIONS OF MEMBERSHIP:** We reserve the right to revoke or deny the membership of any member or guest.

**RIGHT TO REGULATE USE OF PROPERTY:** Member acknowledges that, prior to entering into this agreement, he was provided a current copy of the rules applicable to the Member's use of the health studio. By signing this agreement, Member agrees to be bound by those rules, including any future additions or amendments thereto. YouFit shall have the exclusive and unqualified right to make such rules, regulations and restrictions regarding the use of all or part of the facility as it may deem necessary or appropriate. These rules shall apply to all members and their guests, visitors and members of their families. In order to gain entry to our facility, you will be required to furnish identification which shall be provided to you upon commencement of your Agreement terms. I have been informed of the basic dress code. Shirts are required. No open toe shoes/sandals/flip flops, dress shoes or work boots. No jeans, overalls or work pants. YouFit may unilaterally amend or add to these rules at any time.

**PHOTOGRAPHY AND VIDEO:** Professional photography and recording of video on the premises is not allowed without the advance written approval of YouFit' Legal Department and execution of appropriate release/consent forms. Personal photography (i.e., "selfies" and photos posted to social media sites) is allowed in public areas only. You must have consent to photograph any other member, guest or team member. No photography or cameras of any kind are allowed in any locker room, rest room, or sauna/steam room.

YouFit allows certain team members to take images of members and guests for social media purposes, including participants in group fitness and team training classes. If you do not wish to have images taken by YouFit, please let the team member know, so that you can opt out. By your continued use of YouFit's premises and services, including participation in the class, you irrevocably consent to and grant YouFit the exclusive, worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, and repurpose the images for any purpose in any media or form of communication, without additional consent and without compensation, including but not limited to YouFit's commercial and promotional use on its corporate or employee social media sites.

**ARBITRATION:** Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be city of club and Arizona law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Fitness Solutions, LLC.

The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

**MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

**E-SIGN CONSENT:** Certain laws and regulations may require YouFit and/or ABC Fitness Solutions, LLC, to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, Agreement, statement, term and condition, and any other information (collectively, the "Documents") that YouFit and/or ABC Fitness Solutions, LLC, may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting YouFit and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of YouFit and/or ABC Fitness Solutions, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with YouFit and/or ABC Fitness Solutions, LLC, and to promptly notify YouFit and/or ABC Fitness Solutions, LLC, of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of YouFit and/or ABC Fitness Solutions, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then YouFit and/or ABC Fitness Solutions, LLC, will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to YouFit and/or ABC Fitness Solutions, LLC.**

**CONTACT:** Member affirms, acknowledges and attests that Member's mailing address, telephone number, cellular 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 YouFit and ABC Fitness Solutions, LLC, including its agents, affiliates, and vendors, not limited to its debt collection agencies or attorneys, may contact Member at any mailing address, telephone number, cellular telephone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to YouFit and/or ABC Fitness Solutions, LLC. If you reply STOP to opt out of text alerts, the opt out will apply to text alerts only. If you reply STOP to opt out of text alerts, the opt out will apply to text alerts only.

**MINIMUM AGE:** Minimum age for all members is 13 years old. Members under the age of 18 require parent or guardian consent at the time of purchase. Members under the age of 16 must be accompanied by parent or guardian at all times while using our facilities.

**WARNING:** Use of steroids to increase strength or growth can cause heart problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke and damage liver function. Men and women using steroids may develop fertility problems, personality changes and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to civil and criminal penalties for unauthorized sale, use or exchange of anabolic steroids.