

Terms & Conditions

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.

Membership Privileges, Notices, Disclosures & Agreements

RENEWAL PROGRAM OPTIONS:

MONTH TO MONTH AGREEMENT: The member agrees to make the Scheduled Payments according to the terms set forth by this agreement. This agreement may be cancelled at any time with a 30 day written notice delivered to the club's address, after the first 30 days of membership is completed. The member will be required to pay any invoices falling within the 30 day cancellation window.

AUTOMATIC RENEWAL PROGRAM: Provided the Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew at the rate of the indicated amount, on the indicated date. Cancellation of Renewal and/or any additional Payment Schedules will require a 30-day written notice delivered to the club's address. The member will be required to make payments that are due within the 30 day notice to cancel. This agreement has an indicated number of month term obligation that must be fulfilled prior to cancellation. Cancellation prior to term fulfillment requires a **\$59.99 Early Cancellation Fee** to be paid in addition to any other outstanding dues, and any invoices falling within the 30 day cancellation window.

PAID IN FULL or NON-RENEWAL: This is a non-transferable membership that will expire on the indicated date.

A **Rate Guarantee fee** of the indicated amount will be billed on the indicated date and each year thereafter.

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. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Financial Services, 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. **NOTE: Members paying monthly dues by EFT are subject to \$10.00 per month increase of monthly dues if EFT payment is stopped or changed. This will not affect any other provisions of this agreement.**

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.

NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.

BUYERS RIGHT TO CANCEL: IF WITHIN FIVE (5) BUSINESS DAYS YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS AGREEMENT BY MAILING A NOTICE TO THE HEALTH SPA BY MIDNIGHT OF THE FIFTH BUSINESS DAY FOLLOWING YOUR PURCHASE OF THE CONTRACT STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE SHOULD BE MAILED TO THE CLUB ADDRESS. FITNESS DEPOT GYMS, ELLISVILLE, MS 39437

Membership Type: Single: \$25 - Couple: \$45- Family (3- 5 people, same residency with proof): \$65 Membership

Cancellation: To cancel membership, MEMBER MUST come into any one of our Fitness Depot locations and fill out a 30-day notice of cancellation. Phone calls are NOT a valid form of cancellation. Cancellation of term or month to month agreements requires a 30 day notice prior to the membership cancelling. MEMBER is responsible for any invoices that fall within that 30 days. In addition MEMBERS in a Term Agreement will be required to pay a \$59.99 Early Termination fee if they have not completed their membership term.

Rate Guarantee Fee: Fitness Depot has the right to incorporate a Rate Guarantee Fee for all membership accounts. Both the amount and date of said fee is specified in the terms of the individual membership package. If there is a change in the fee rate, it will be posted inside Fitness Depot at the front desk at least sixty (60) days prior to the change. It is the member's responsibility to check the front desk for such changes. The rate guarantee fee will automatically be charged to each bank or credit card draft membership. Most of the proceeds received from the Rate Guarantee Fee are specifically utilized to update or improve the same location from which the proceeds were received.

Couples and Family Restrictions: Couples consist of people who are married living in the same household or immediate family members (children, siblings). Families must be immediate family only (children, siblings). Any person sixteen (16) years old or younger must have written parent/guardian consent before using any Fitness Depot facility.

Refunds: There are NO Refunds.

Membership Upgrades or Downgrades: Membership may be upgraded at a later date but never downgraded over the course of the contractual term. At any point during the contractual term or after the contractual term has ended, an upgrade in membership will be entered into a new contractual agreement.

Door Access: Members access to the club is only authorized for those members on the current agreement. Any misuse of door access (i.e. allowing someone else to come in with you) may result in your membership being canceled and law enforcement being notified. Each member that enters the gym MUST check in on the keypad. Fitness Depot is a private, members only club. Members are not permitted to bring in guests during non-staffed hours, this policy is strictly enforced. You will be automatically charged a \$25 fee each occurrence.

1. RELEASE OF LIABILITY AND ASSUMPTION OF RISK- I understand and acknowledge there is risk involved in being in and around Fitness Depot facilities, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or using Fitness Depot services and amenities, participating in off-site programs or activities, and using or being present in any Fitness Depot facility or arising from improper maintenance of any equipment or facilities. This includes, without limitation, my use of the lockers, parking area, sidewalk, class rooms, or any equipment in the Fitness Depot Facility and my participation in any activity, class, program of instruction. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property, whether any of the foregoing are suffered by me and/or my family members. A. ASSUMPTION OF RISK- I agree I will assume the risk and full responsibility for any and all injuries, losses, death, costs, the contraction of any illness or medical condition that might result or other damages, loss or theft of any personal property that might occur to me and/or my family members while on the premises of Fitness Depot, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, patronizing or arising from improper maintenance of any equipment or facilities, my use of the lockers, parking area, sidewalk or any equipment in Fitness Depot, my participation in any activity, class, program of instruction, and negligence on the part of Fitness Depot, its officers, directors, employer contractors, agents and other members, including premises liability claims such as (by example and not by limitation) slip and falls and/or trip and falls at any Fitness Depot facility. ("Losses"). B. RELEASE OF CLAIMS- To the maximum extent allowed by law, I, the undersigned ("I"), agree on my own behalf and on behalf of my family, personal representatives, heirs, executors, administrators, agents and assigns, to waive and release any and all claims, suits or related causes of action against Fitness Depot, its owners, officers, employees, or agents (collectively "Fitness Depot"), for all Losses ("Released Claims"). I ACKNOWLEDGE I HAVE CAREFULLY READ THIS RELEASE OF CLAIMS AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AM WAIVING ANY RIGHT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST FITNESS DEPOT FOR ITS NEGLIGENCE.

2. INDEMNIFICATION- I agree I will indemnify, defend and hold Fitness Depot harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs or other damages to me, my family members, heirs or assigns, or third parties for claims, suits, or related causes of action asserted against Fitness Depot arising from my conduct and/or my family's conduct while on the premises of Fitness Depot or participating in any off-site Fitness Depot program or activity and from any of the Losses and Released Claims described in Section 1.

3. APPLICATION- I agree that this Release shall apply to each visit I make to Fitness Depot and to every instance of my participation in an off-site Fitness Depot program or activity, including future visits and participation, regardless of any date of issuance or expiration date on any Guest or Permanent membership issued to me, regardless of the date that this Release is signed below.

4. AGREEMENT TO COMPLY WITH RULES- I agree to, and will comply with, the policies of Fitness Depot's Rules and Regulations and, as a club member, any specific usage restrictions as defined on the Membership Agreement. I acknowledge Fitness Depot's Rules and Regulations are subject to change at the sole discretion of the Fitness Depot Facilities.

5. BINDING ON OTHERS- This release shall bind the members of my family and my spouse or registered domestic partner, If I am alive, as well as my estate, family, heirs, administrators, personal representatives or assigns if I am deceased and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue Fitness Depot.

6. SEVERABILITY- I agree that the purpose of this Release is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Mississippi law.

7. 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 Fitness Depot and ABC Financial Services, LLC, including its agents and affiliates, 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 Fitness Depot and/or ABC Financial Services, LLC.

8. 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 in the city of your club location and the state of your club location 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 Financial Services, LLC. 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.

9. E-SIGN CONSENT: Certain laws and regulations may require Fitness Depot and/or ABC Financial Services, 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 Fitness Depot and/or ABC Financial Services, 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 Fitness Depot and/or ABC Financial Services, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Fitness Depot and/or ABC Financial Services, 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 Fitness Depot and/or ABC Financial Services, LLC, and to promptly notify Fitness Depot and/or ABC Financial Services, 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 Fitness Depot and/or ABC Financial Services, 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 Fitness Depot and/or ABC Financial Services, 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 Fitness Depot and/or ABC Financial Services, LLC.

*IF GUEST OR MEMBER IS A MINOR, PARENT OR RESPONSIBLE ADULT AGREES TO THE FOLLOWING. A. PARENTAL RELEASE OF LIABILITY- In consideration of the minor child being permitted to utilize Fitness Depot facilities, I accept and agree to the full contents of this Release. B. I agree to release, indemnify, defend and hold Fitness Depot harmless from all liabilities and future claims presented by my children or any other minor children and/or their parents, whose visit to Fitness Depot is sponsored by me, for any Losses suffered by them or any family member or registered domestic partner. This includes any claim of the minor and any claim arising from the negligence of Fitness Depot. C. PARENTAL REPRESENTATION OF AUTHORITY- I agree that I am authorized to sign this Release on behalf of the child by all the parents and/or legal guardians of the child. I represent that all parents and/or legal guardians of the child know of and acquiesce to the signing of this Release and agree to waive and release any and all claims, suits or related causes of action against Fitness Depot. D. MINOR USE OF GYM EQUIPMENT- By signing, I agree that any minor child 10-15 years of age will have to complete a mandatory Fitness Depot equipment class in order to show competency and safe use of the gym equipment BEFORE being able to workout. While at Fitness Depot all minor children 10-15 years of age must be accompanied by their parent/guardian while on the premises. THESE POLICIES ARE SUBJECT TO CHANGE FROM TIME TO TIME SOLELY AT THE DISCRETION OF FITNESS DEPOT GYMS, INC.

