



Club # 7806

Agreement #: _____

Date: _____

Smart Fitness, 621 Bryden Avenue Suite G, Lewiston, ID 83501

Agreement Type: _____

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 Agreement

NEW RENEWAL REWRITE

First Name _____ Last _____ Middle Initial _____ Social Security # _____

Street Address _____ City _____ State _____ Zip Code _____

Primary Phone Number _____ Work Phone _____ Birthdate _____ Gender _____

In Case of Emergency, Call (Name) _____ Emergency Phone _____

Drivers License # _____ Employer _____ Occupation _____

Source _____ Cell Phone _____ E-Mail Address _____

Members with Access to Club Facility

PRIMARY MEMBER FAMILY MEMBER FAMILY MEMBER FAMILY MEMBER
Birthday: _____ Birthday: _____ Birthday: _____ Birthday: _____
Gender: _____ Gender: _____ Gender: _____ Gender: _____
Barcode ID: _____ Barcode ID: _____ Barcode ID: _____ Barcode ID: _____

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 Initials _____

NONRENEWABLE MEMBERSHIP:
This membership will expire: _____.

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.

CLUB REPRESENTATIVE _____

MEMBER _____

PARENT OR GUARDIAN _____



REQUEST FOR PREAUTHORIZED PAYMENT
I/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 _____

REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS

Payment Method: _____

BANK NAME ROUTING NUMBER (9 DIGITS) ACCOUNT NUMBER ACCOUNT TYPE ACCOUNT OWNER

CARD TYPE ACCOUNT NUMBER EXPIRATION MY CARD OWNER

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.abcfinancial.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 _____ Account Holder Signature _____

Member affirms, acknowledges and attests 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 Smart Fitness and ABC Financial Services, Inc., including its agents and affiliates, may contact Member at any mailing address, phone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Smart Fitness and/or ABC Financial Services, Inc.

TERMS AND CONDITIONS

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. The MEMBER will be subject to additional charges for and including, but not limited to, the use of towels, childcare, personal training, massage therapy, and dietary counseling.
2. MEMBER must scan their thumbprint upon entering the club. MEMBER agrees that MEMBER may be denied access to the club without scanning his/her thumbprint.
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. 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.
5. 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.
6. 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.
7. MEMBER agrees that MEMBER shall abide by the club dress code at all times while in the facility.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.

FOR ALL BILLING INQUIRIES, PLEASE CALL ABC FINANCIAL AT: 1-888-827-9262
www.abcfinancial.com