

# P365 Fitness, LLC MASTER MEMBERSHIP AGREEMENT



This Membership Agreement (the "Agreement") is made between P365 Fitness, LLC (the "Club"), an Illinois LLC, and the undersigned member (the "Member"). This Agreement is made because Member wishes to receive and the Club wishes to provide strength, cardio and personal fitness equipment, and personal training services in the form of Training Sessions, defined herein, and health club services at the Club's facility, which facility is located at 207 N. Market Street, Paxton, IL. (The "Facility" or "Facilities").

In this Agreement, the terms "you" and "your" refer to the Member. A "Training Session" is a time period in which a personal trainer provides instruction to a Member based on a tailored exercise program, which is designed for that Member, and takes into account that Member's fitness objectives, level, and experience. A Training Session may include exercise counseling, instruction in the proper use of equipment and technique, and dietary suggestions.

## Basic Membership Agreement:

(See signed on-page agreement for the information below)

Contact Information: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

## Membership, Term, and Payment.

a. **Membership.** Your Membership entitles you to use the Facility until your Membership Expiration Date, indicated below, and is created when you execute this Agreement, including fulfilling all Membership Qualifications according to terms and conditions of this Agreement, and paying the membership fee as defined below. **All contracts are executed for a 12-month period.**

b. **Fee.** Your Annual Fee includes your initial fee ("Initial Fee"), and a fee based on the length of your membership ("Membership Fee"). Your Initial Fee and first Membership Fee is due upon execution of this Agreement. Your Membership Fee may be paid in one lump

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sum, or in twelve equal monthly installments.

\$25.00            \$ \_\_\_\_\_            \$ \_\_\_\_\_  
Initial Fee            Membership Fee            Total Annual Fee

Note: The 'Initial' Fee is for the access key and a one-time setup fee. Additional keys are \$10.00 per person. \$10.00 of the initial fee will be refunded if/when you cancel or do not renew your membership, and RETURN the access card to P365 Fitness in good working condition. No refund will be issued if any of the violations listed under 'Termination' below have occurred.

You may pay the Membership Fee in:

- One lump sum
- Equal monthly installments after the initial payment.

**Note: Six month and twelve month memberships must be paid in full in advance.**

**If you decide to pay in equal monthly installments, your payment is due on the same day of each month commencing with the Membership Start Date.**

Membership Start Date:     \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Membership Expiration Date:     \_\_\_\_ - \_\_\_\_ - \_\_\_\_

c. Billing Authorization. If you elect to pay on a monthly basis, you authorize P365 Fitness to deduct the monthly payment referenced above from your checking account for eleven months commencing 30 days from your 'Membership Start Date' referenced above. If payment authorization fails your access card will be suspended until payment is made. A \$10.00 processing fee will be added to your payment if the billing authorization fails.

d. Membership Freeze. You may put your Membership on hold for any reason for **one month**. A Freeze is effective only upon advance written notice to the Club, sent to the address as set forth in this Agreement, which notification shall include the period of time to which you request the Freeze apply. In no instance shall a Freeze apply retroactively. During a Freeze, you may not use the Facility or engage in a Training Session. Your admittance key will be disabled during this time. If you pay your Membership Fee in equal monthly installments, you will not be billed during your Freeze; payments shall resume upon the expiration of your Freeze. Your Membership Expiration Date will be extended by one month. You may only suspend your membership once during a 12-month period.

3. Closings. From time to time, the Facility may partially or fully close and be unavailable for use for reasons including, but not limited to, renovation, repair, special events, or holidays. The Club will make every effort to minimize disruption to members during these periods. Hours of operation during this time period will be displayed in the Facility and may be modified from time to time. If the gym is closed for more than 5 consecutive days, 5 days will be added to the expiration of your Membership.

**Membership Qualifications:**

1. All of the Required Forms must be completed and submitted to the Club prior to the use of any Facility or commencement of a Training Session. The Required Forms include:

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- (i) the 1-page Agreement;
- (ii) the Waiver of Liability Form.

All Forms are subject to change at the discretion of P365 Fitness, LLC.

2. You attest that you are at least eighteen (18) years of age.

**Member Responsibilities:**

1. Safe use of Facility and equipment. You agree to abide by all policies, guidelines, rules, and regulations (together, the "Gym Rules") for safe use of the Facility and equipment, including the following: a) any verbal or written instructions provided by your personal trainer, b) not endangering any other member. The Gym Rules are subject to change. The Gym Rules will be posted in the Gym. If you have any questions regarding these it is your responsibility to ask Terry Riggins or Jeff Facer about these Rules.

You agree to seek instruction or to ask questions (if necessary) from your personal trainer or other Club personnel in the use of all equipment, including, but not limited to: fitness machines, free-weights, and cardio equipment.

You acknowledge and agree that (i) there are risks associated with any strenuous athletic or physical activity, the use of exercise equipment, and participation in an exercise program; (ii) use of the Facility and exercise equipment is undertaken by you voluntarily; and (iii) such use may include the risk of serious bodily injury or death.

2. Physician Consent. You agree that, prior to undertaking any physical activity at the Club, including but not limited to Training Sessions, you will advise your physician of the details of the activities in which you plan to participate and will obtain your physician's consent and obtain approval of those plans.

3. Representation of level of health and fitness. You represent to the Club that you are in good health and have no disability, impairment, injury, disease, or ailment that prevents you from engaging in active or passive exercise or which would cause an increased risk of injury or adverse health consequences as a result of such exercise.

4. The Club will not provide medical treatment. You understand and acknowledge that neither the Club nor the personal trainers nor other Club personnel have expertise in diagnosing, examining, or treating any medical condition. In the event you experience any illness, injury, discomfort, impairment, or other health problem (together referred to as a "Health Problem") prior to or during a Training Session or your use of the Facility, you agree to (i) immediately inform your personal trainer or Club personnel of such Health Problem, and (ii) consult your physician and reconfirm your physician's consent to or approval of your continued participation in activities at or with the Club.

5. You agree that while you are using the Facility or participating in a Training Session to refrain from the use or be under the influence of any (i) medication that may impair your physical or mental capabilities, (ii) alcohol, or (iii) drugs. You acknowledge and agree that such use or influence may increase the risk of serious bodily injury or death to yourself or others.

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6. The Club urges you to not bring any valuables in the Facility. You agree that the Club will not be liable for the loss or theft of, or damage to, your personal property.
7. You agree to be 100% responsible for payment/replacement of any damaged equipment, weights, mirrors, dumbbells, or any other equipment, fixtures, tools, or other items in the gym.
8. You agree to follow the Gym Rules as outlined in the Rules Document on the desk at the gym.
9. You agree that your membership may be terminated at any time by a member of the Management Team: Jeff Facer, Terri Facer, Terri Riggins, Jodi Riggins. A pro-rated refund of the membership fee paid will be credited to your credit card within 30-days of termination.
10. You acknowledge that there are video cameras in the gym recording 24-hours per day. You give your express permission by signing this contract via the single page contract you signed when you started your membership, that P365 has the right to record this video, and to use it in whatever capacity it so chooses.

## **RIGHTS TO CANCELLATION**

1. MEMBER'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS AGREEMENT WITHOUT FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF CANCELLATION TO BE DELIVERED IN PERSON OR POST MARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL TO THE ADDRESS AS INDICATED IN THIS AGREEMENT. CANCELLATION WILL TAKE EFFECT TWO WEEKS AFTER THE DATE THE CANCELLATION NOTICE IS RECEIVED.

IF YOU PAID FOR A SIX MONTH OR TWELVE-MONTH CONTRACT, THE REFUND PROVIDED WILL FIRST BE ADJUSTED TO THE APPLICABLE 'MONTHLY' RATE FOR THE TYPE OF MEMBERSHIP YOU HAD.

FOR EXAMPLE, IF YOU HAD AN ANNUAL CONTRACT FOR AN INDIVIDUAL AND PAID 12-MONTHS IN ADVANCE, THE MEMBERSHIP FEES PAID WOULD HAVE BEEN \$330. IF YOU CANCELLED AT THE END OF FOUR MONTHS THE MONTHLY FEE YOU WOULD BE ASSESSED WOULD REVERT TO \$30 PER MONTH, OR \$120. YOU WOULD THEREFORE RECEIVE A REFUND OF \$210.

Your notice of cancellation shall be accompanied by the Required Forms, including your access card, and any other documents or evidence of membership previously provided to you.

Any monies due to be refunded to your credit card no later than 30-days after the cancellation was received by P365 from you.

## **2. ADDITIONAL RIGHTS TO CANCELLATION**

You or your estate may also cancel this Agreement for any of the following reasons:

- (i) if upon a written doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months. A

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written note from the physician is required.

- (ii) in case of your death;
- (iii) if the health club services to be provided under this Agreement are not available because the Club Permanently discontinues operation of the health club or location, or substantially changes the operation of a health club or location; or

In the event of the cancellation of this Agreement in the manner specified by this Section 2, the Club may retain the portion of the Membership Fee representing the amount of time that the health club services or Facilities were used by you prior to cancellation.

3. The Club reserves the right to cancel this Agreement and terminate your Membership or other privileges granted by this Agreement in the event of a Member Default. A Member Default includes:

- (i) Your failure to comply with any of the Gym Rules;
  - a. No warning will be provided. If you violate the rules the Management Team will determine if your membership is terminated or if you are given a warning.
- (ii) Intentional or negligent in representing information contained in this Agreement,
- (iii) Failure to make timely payment of your obligations under this Agreement.

A terminated Member shall remain fully liable to the Club for all Fees and any other expenses payable to the Club.

**Termination:**

- 1. Your Membership may be terminated by P365 for any of the following:
  - a) Violating Gym Rules.
  - b) Sneaking a non-member into the gym, or letting a non-member into the gym.
  - c) Damaging equipment, intentionally or unintentionally.
  - d) Behavior that is not customary for a gym, or behavior that other members complain about and/or terminate their gym membership because of that behavior. One verbal warning will be given for this offense.
  - e) Non-payment of gym Fees.
  - f) Rude or violent behavior, including verbal threats or gestures.

Termination will be immediate and no refund will be issued for unused time on your Agreement.

**Miscellaneous:**

1. Confidentiality. Information you provide to the Club pursuant to this Agreement, including but not limited to that information provided in the Required Forms. (See Membership Qualifications, Section 1), will be treated by the Club and its personnel as confidential, and will not be released or revealed to any person outside of the Club without your express written consent or as required by law.

The Club shall employ reasonable and appropriate safeguards to protect your Confidential Information. Notwithstanding the foregoing in this Section 1, you agree that the Club may use or allow such use by another of your Confidential Information in any manner so long as the Confidential Information is not personally identifiable to you.

2. Assignment. You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.

3. Waiver. It is understood and agreed that no failure or delay of either party to this Agreement, in exercising any right, power, or privilege provided under this Agreement, shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege provided under this Agreement.

4. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. All court proceedings will be held in Ford County in the State of Illinois

5. Enforcement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.

6. Attorneys' Fees: In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorney's fees, and all other related expenses incurred in such litigation. This clause applies to all reasonable attorney's fees, including pre-trial, trial and all appellate levels.

Signing the one-page contract constitutes signature of this contact.

One-page contract language:

“By signing below you agree that you have read and agree to the **Waiver of Liability** form and have read and agree to the **Master Contract** governing your membership to P365 Fitness, LLC.”

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness – Club Owner

P365 Fitness, LLC  
207 N. Market Street  
Paxton, IL 60957