



GOLD'S GYM

Greenville

140 Oakmont Drive, Greenville, North Carolina 27858
252-756-9175 ph

FITNESS SERVICE AGREEMENT

The Authority Since 1965

Member #: _____ Date: ____/____/____
 Member Name: _____ SSN #: _____
 Address: _____ Apt. #: _____
 City: _____ State: _____ Zip code: _____
 Home Phone: (____) _____ E-mail: _____
 Work Phone: (____) _____ Employer: _____ Birth date: ____/____/____
 Source: _____ Gender: Male Female

This fit services agreement ("Agreement") covers the purchase of the following: _____, a fitness training service ("Fit Services") with Gold's Gym.
 Notwithstanding anything in the Agreement to the contrary, the duration of an initial term shall not exceed 36 months.

Program Type: Monthly (EFT) Prepaid (PIF)
PROCESSING FEE: \$ 50 (non member only) **Service Starts:** 7/5/10 **Monthly Dues (EFT):** \$ _____
PRORATED MO. DUES (EFT): \$ _____ **Monthly Dues Start (EFT):** ____/____/____ **Cost Per Session:** \$ 15
PREPAID AMOUNT (PIF): \$ 360 **Initial Term Ends (EFT):** ____/____/____ **Total Sessions (PIF):** 24
TOTAL DUE TODAY: \$ 360 or 410 **Service Ends (PIF):** ____/____/____ **Sessions Per Month (EFT):** _____

Notice of renewal: This Agreement will renew automatically on a monthly basis at the end of an initial term, unless this Agreement is a prepaid agreement, with monthly dues to be paid in the amount equal to the dues in effect at that date. Gold's Gym reserves the right to change the amount of dues and charges payable hereunder at anytime after the end of an initial term. Buyer may cancel this Agreement at any time after an initial term by written notice to Gold's Gym complying with the provisions set forth on this Agreement. Cancellation shall be effective on the next monthly dues payment date; provided, that if any such notice of cancellation that is not received by Gold's Gym at least 30 days prior to such next monthly dues payment date, payment shall be effective on the next succeeding monthly dues payment date.

BUYER'S RIGHTS

- (A) **Buyer's Right To Cancel:** Notwithstanding anything in this Agreement to the contrary, you the buyer ("Buyer") may cancel this Agreement at any time prior to midnight of the third business day after the date of this Agreement, excluding Saturdays, Sundays, holidays and days when Gold's Gym is not open to the Buyer, by delivering or sending via United States mail, properly addressed and postage prepaid, your copy of this Agreement and a signed and dated written notice of your wish to cancel this Agreement. Such notice shall be sent by United States certified mail, properly addressed and postage prepaid, to the club address as defined in the Agreement. If Buyer properly cancels within such three-day period, Gold's Gym will return any payments Buyer has made and any notes or other evidence of indebtedness within thirty (30) days of the date on which notice of cancellation was given. To cancel, you must notify the seller in writing not later than midnight of _____ (Date.)
- (B) During the Initial Term, cancellation of Fit Services is permitted if the Buyer relocates more than 8 miles from his or her present location, and more than 30 miles from any Gold's Gym that will accept this Agreement. Cancellation is also granted in the event of disability or death. In each of these cases, employer or medical documentation must accompany cancellation notification.
- (C) The Buyer also may cancel this Agreement if the club relocates its facility more than eight miles from its present location, or if services by the club are materially impaired. Material impairment shall be limited to complete inaccessibility or destruction of the entire club other than from natural causes. Temporary closure of various facilities within the club for replacement, repair, maintenance and the like shall not be material impairment under this Agreement.
- (D) In accordance with B and C above, the Buyer will be given a 90% pro-rated refund for any dues paid in advance with 30 days of written request.
- (E) Upon cancellation of Agreement and notwithstanding anything to the contrary contained herein, if the aggregate price of all contracts in force between Gold's Gym and Buyer exceeds one thousand five hundred dollars (\$1,500.00), Gold's Gym shall refund to the Buyer the pro-rate cost of any unused services under all contracts between the parties, within 30 days after request therefore; provided, however, that Gold's Gym shall retain a cancellation fee in connection with such refund equal to the lesser of 25 percent (25%) of the pro rate cost of unused services on all of Buyer's contracts with Gold's Gym, or five hundred dollars (\$500.00).
- 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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Legal Guardian: Any Member who is under the age of 18 must have a parent or legal guardian ("Legal Guardian") co-sign this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.

Name of Legal Guardian: _____ Guardian Signature: _____ Address: _____

Guaranty: Any guarantor who signs below ("Guarantor") guarantees the full payment of all amounts owed to Gold's Gym under this Agreement. This is a guaranty of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guaranty. Gold's Gym may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor hereunder.

Guarantor's Name: _____ Guarantor's Signature: _____ Address: _____

Do not sign this Agreement until you have read it in entirety. The terms on the form are an important part of this Agreement. Member is entitled to a completely filled in copy of this Agreement. By signing this Agreement, Member acknowledges, that (A) This Agreement is a contract that will become legally binding upon its acceptance by Gold's Gym, (B) Member has examined the gym facilities and accepts them in the present condition, (C) Gold's Gym makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement, (D) This Agreement and all other Gold's Gym service and membership agreements constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter, (E) Member has read and fully understands the additional terms and conditions on this Agreement, has received a copy of the "Rules and Regulations" referenced on this Agreement, and has read and fully understands the terms of the Rules and Regulations.

Member Signature: _____ Date: ____/____/____ Employee Signature: _____ Date: ____/____/____

EFT AUTHORIZATION

CHECKING (NOTE: For Checking Account Authorization, Attach A Voided Check) SAVINGS
 Bank Name: _____ Routing # _____ Acct. # _____
 MASTER CARD VISA AMERICAN EXPRESS DISCOVER Acct. # _____ Exp. Date: ____/____/____

I wish to make my payments to Gold's Gym through its Pre-Authorized Payment Program. I hereby authorize my bank or credit card company to make my payment for monthly dues, any unpaid past dues, and any other fees, taxes or charges from the account I used to pay for the Total Due Today or from the account shown above. I understand that I am in full control of my payment, and if at any time I decide to make any changes, I will call or write the above named company. Change of payment method will not affect other provisions and terms of this Agreement. Gold's Gym assumes that all credit card numbers will be renewed with new expiration dates unless notified. Any billing change requires 30 days notice to the club address as defined in the Agreement.

Signature of Account Holder: _____ Date: ____/____/____ Print Name: _____