



Club # _____ Agreement #: _____

Barcode: _____

Date: _____

Agreement Type: _____

Membership Agreement

___ NEW ___ RENEWAL ___ REWRITE

First Name	Last	Middle Initial	Birth Date	Gender
Street Address	City	State	Zip Code	
Primary Phone Number	Cell Phone	Driver's License Number		
Employer	Work Phone	In Case of Emergency, Call (Name)	Emergency Phone	
Source (How did you hear about us)			E-Mail Address	

Membership Privileges, Notices, Disclosures & Agreements

MEMBERSHIP TYPE: _____

PAYMENT PLAN: _____

Assumption of Risk: Any athletic or physical activity involves certain inherent risks. These risks can range from minor injuries to major injuries including death and accidental injuries. Accidental injuries include those caused by you, those caused by other persons, those of a slip and fall nature, and injuries occurring anywhere in the club including but not limited to: hallways, lobbies, exercise areas, shower areas, dressing rooms, or activities associated with the club, but outside the club. In consideration of Member participating in the activities and use of the facilities offered by AC4 Fitness, Member knowingly and freely assumes the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of the facilities.

1. Your Membership Begins: _____
2. Your Expiration Date: _____
3. First Month or Pre-Paid Dues: _____
4. Enrollment Fee: _____
5. Key Fob Rental Fee: _____
6. Total Amount Due Today: _____

Monthly Dues Schedule

Number of Payments	Monthly Payment Amount	Payment Due Date
	\$	

An Annual Maintenance fee of \$ _____ will be billed on _____ and increase by \$2.00 each year thereafter.

Member Initials: _____

BUYER'S RIGHT TO CANCEL - You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day after the date of this agreement, excluding Sundays and holidays. To cancel this agreement you must provide written notice, which states that you, the buyer, are cancelling this agreement, or words of similar effect. You may provide this notice by way of e-mail sent to cancelme@ac4fitness.com. You may also mail or hand-deliver a signed and dated notice, or you may send a telegram. Paper-based notices shall be sent to AC4 Fitness, at 52 N. Fairview Ave., Goleta, CA 93117. Upon cancellation, all payments will be refunded within (10) days after AC4 Fitness receives proper notice of the cancellation, less any payment for gym access (based upon daily visit rate) or services that the member received prior to cancellation. If you have not exercised your Five (5) Day Right to Cancel, then you have agreed to and are bound by the terms and conditions of this Membership Agreement.

I understand I am signing a _____ 12-Month or _____ Month-to-Month agreement.

BY ELECTRONIC SIGNATURE, THE MEMBER WARRANTS THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO ALL CONDITIONS OF THIS MEMBERSHIP AGREEMENT.

CLUB REPRESENTATIVE

MEMBER

PARENT OR GUARDIAN



REQUEST FOR PREAUTHORIZED PAYMENT

I/We hereby request the privilege of paying to ABC Financial Services, 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 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 M/Y	CARD OWNER	

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.abcfinancial.com under terms and conditions.
- (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):

Date: _____

Account Holder Signature: _____

AC4 FITNESS MEMBERSHIP AGREEMENT

MEMBER RISK

Declaration of Health by Member: Member represents that he/she is in good physical condition and that the Member has no disability, impairment or ailment, preventing or restricting the Member from engaging in active or passive exercise that will be detrimental or harmful to member's health, safety, comfort, or physical condition. The Member hereby agrees to complete the attached Risk Factor Self Assessment (see Exhibit A).

Unsupervised Fitness Center: Member acknowledges that AC4 Fitness is an unsupervised fitness center. Member assumes all risks associated with using exercise equipment and exercising alone without the presence or supervision of club staff.

Tanning: If the Member has elected to make use of the Club Tanning Equipment, he/she represents that he/she understands the risk involved and the proper use of the equipment and utilizes it at his/her own risk (see Exhibit B).

Release of Liability and Hold Harmless: Except for those claims based upon willful misconduct or gross negligence, Member agrees to fully release, discharge, indemnify, defend, and hold harmless, AC4 Fitness, its owners, officers, directors, shareholders, employees, instructors, agents, lessors of premises and equipment, and affiliates ("Releasees"), and to assume responsibility for any and all present and future claims or demands resulting in injury, death or property damage, whether caused by the negligence of Releasees or otherwise, while Member is in, or about the AC4 Fitness premises or any facilities or equipment, or taking part in any activities associated with the club, but outside the club. Member understands that the Club is relying upon the Member's acceptance of this Release of Liability and Hold Harmless provision in agreeing to enter into this Membership Agreement with Member.

Steroid Warning: Use of steroids to increase strength can cause serious health problems (see Exhibit C).

Medical Declaration by AC4 Fitness: AC4 Fitness cannot provide a Member with any medical advice or suggest any medical treatment. Only licensed medical professionals are qualified to give medical advice. Member is hereby informed and acknowledges that AC4 Fitness has made no claims as to medical results that can or may be obtained through use of any AC4 Fitness facility. Member represents that there are no medical or physical conditions that would prevent the safe use of AC4 Fitness facilities. Member further represents that he/she has not been instructed by any physician to not use AC4 Fitness or similar facility.

Damage to Property or Loss of Property: AC4 Fitness will not be responsible for the loss, theft, disappearance, or damage to any personal property, including money, negotiable securities or jewelry belonging to Member. Members are strongly encouraged to leave valuables at home or to keep them on their person at all times. Lockers do not always protect valuables from theft.

Equipment Misuse is Dangerous: It is the responsibility of the Member to assure safe use of any and all equipment. Using equipment in a manner not intended by the manufacturer is prohibited. Member is strongly encouraged to take advantage of a free orientation or inquire with staff to insure the safe use of equipment.

MEMBERSHIP TERMS, PAYMENT AND PROVISIONS

Access: AC4 Fitness is a Private Key Club for adults. We provide access to members for the purpose of exercise and the club's health related activities. By executing this agreement and upon presentation of photo ID and payment of a key-fob rental fee, the Member receives an electronic key-fob. The key-fob provides access to use the facility during all hours of the day, any day of the week. Periodic exceptions may apply (see Change in Facilities and Operating Hours). The key-fob remains the property of AC4 Fitness and must be returned upon Membership Cancellation, Termination, or Expiration. Failure to return the key-fob will result in a \$15 charge.

VIP Membership: Members may also purchase a value option membership that entitles the Member to the same basic access as the Basic Membership, but with an additional package of benefits, including:

- 1) One Tanning session once every 48 hours
- 2) One Hydro Massage session per day
- 3) Guest Discount Program and Use Privileges

Month-to-Month Membership: Our most popular and flexible membership requires no long-term commitment. Members pay electronically in advance on the 1st of each month for that calendar month of membership. Members may cancel their Month-to-Month membership after the initial EFT payment has been made (see section on Membership Cancellation).

- **Membership Term:** The period covered by the first month's dues, as well as any subsequent months of Membership for which payment is received, is considered the "Paid Period" of the Month-to-Month Membership. The "Paid Period" is the term of the Month-to-Month Membership.
- **Membership Dues Increase:** AC4 Fitness reserves the right to increase the monthly dues either once per calendar year or upon the 13th month of membership. Unless the Member is provided with a thirty (30) day notice, such increases shall not exceed \$2.00 per month. AC4 Fitness has the right to add to the monthly membership dues any tax imposed by the government.
- **Enrollment Fee:** The Member or Buyer is required to pay a non-refundable enrollment fee as a requirement of the Month-to-Month Membership (the

Enrollment Fee is entirely earned by AC4 Fitness upon payment). As long as the membership is maintained in good standing the enrollment fee will be charged only once during the term of the membership. The enrollment fee may change from time to time at the discretion of AC4 Fitness.

- **12-Month Term Membership Option:** In lieu of paying an Enrollment Fee, AC4 Fitness may provide on a limited basis a Monthly Dues based membership with an initial minimum contract term of 12-Months. During this contracted term, the dues amount will remain fixed. The Member understands and agrees that failure to honor this 12-Month Term Membership agreement will constitute a breach of contract, and that AC4 Fitness may pursue all legal means of enforcement.
- **12-Month Term Membership Automatic Continuance:** Monthly Dues payments and Membership will automatically continue past the final required 12 months of payment and convert to a Month-to-Month Membership with all the rights, obligations, and privileges thereof. The Member's monthly rate will become subject to the same provisions as the Month-to-Month Membership commencing with the thirteenth (13th) month of payment.
- **Annual Maintenance Fee:** Member or Buyer shall pay a non-refundable Annual Maintenance Fee as provided for in the Membership Fees section of this agreement (the Annual Fee is entirely earned by AC4 Fitness upon payment). AC4 Fitness may increase the Annual Maintenance fee once per calendar year. Unless the member is provided with a thirty (30) day notice, such annual increase shall not exceed \$2.00.
- **Unpaid Balances:** If the EFT billing for any two successive months results in Non-Payment, the membership will be cancelled and the member will be liable for all outstanding monies due at that time, including service fees and late fees for each month due, and any unpaid balance for services or merchandise. In the event of a **12-Month Term Membership**, the club will in addition declare the entire remaining balance of the membership term due and payable. Placing a stop payment or disputing a credit card charge does not relieve the Member and Buyer of the obligation to comply with proper Membership Cancellation procedures.
- **Notice Regarding Returned Checks and EFT Billing:** Pursuant to California Civil Code, Section 1719: AC4 Fitness may charge up to 25.00 for each returned check, EFT, or credit card payment. Further, any person who makes a check, draft, or order for the payment of money which is dishonored may be civilly liable for damages equal to treble that amount, which shall not be less than one hundred dollars (\$100) nor more than one thousand five hundred dollars (\$1,500). Except in the case of a "good faith dispute" placing a stop payment on your account or disputing a credit card charge does not relieve you of your obligation to comply with proper Membership Cancellation procedures.
- **Change in EFT Billing Information:** To avoid a Non-Payment of EFT Billing and associated incidental service charges, any change in billing information must be provided fifteen (15) days prior to the next EFT payment date.

1-Year Pre-Paid Membership: The Member may elect at time of enrollment the option to pay in advance all monthly dues for a Membership Term of one year. In so doing, AC4 Fitness will waive the Enrollment Fee. Any special renewal offer must be paid by 12:00 midnight on the anniversary date of the 1-Year Pre-Paid Membership.

Right to Modify Dues: Except as provided within this Membership Agreement AC4 Fitness reserves the right to adjust any fees at any time at its sole discretion. Further, AC4 Fitness has the right to add to any membership dues, any tax imposed by the government.

Medical Freeze of Membership: At the sole discretion of management, AC4 Fitness may allow a membership to be placed on a Medical Freeze. To be eligible for a membership Medical Freeze the membership must be in good standing with all fees and charges current. The term of the Freeze may be for no more than six (6) calendar months at one time and for no less than one (1) calendar month. An e-mail notification is required at least fifteen (15) days prior to the next EFT billing (see AC4 Fitness website for information). There are no "retroactive freezes." AC4 Fitness reserves the right to require a Physician's verification. The membership will resume automatically at the conclusion of the freeze period. Any Pre-Paid or 12-Month Term Membership will be extended an amount equal to the period of the freeze.

Month-to-Month Membership "Retention:" At the sole discretion of management, AC4 Fitness may allow a Month-to-Month Membership to be placed on Retention. A nominal fee will be charged for each month of Retention and the membership will automatically resume at the conclusion of the Retention period. An e-mail notification is required at least fifteen (15) days prior to the next EFT billing (see AC4 Fitness website for information). Membership Retention is not available for Pre-Paid or 12-Month Term Memberships.

Member's Payment Obligation: Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of Member's failure to use the AC4 Fitness facilities. Dues are for the period stated in the Agreement.

MEMBERSHIP CANCELLATION

Cancellation of Month-to-Month Membership--An initial EFT payment is required to establish the Month-to-Month Membership. The Month-to-Month

Membership may be cancelled after the club has received this first EFT payment. Cancellation requires **Written Notice at least 15-Days prior to the next EFT payment date.** EFT Payment Authorization will remain in full effect until AC4 Fitness receives proper notification. **To cancel this agreement you must provide written notice, which states that you, the buyer, are cancelling this agreement, or words of similar effect. You may provide this notice by way of e-mail sent to cancelme@ac4fitness.com. You may also mail or hand-deliver a signed and dated notice, or you may send a telegram. Paper-based notices shall be sent to AC4 Fitness, at 52 N. Fairview Ave., Goleta, CA 93117.** Faxes and phone calls are NOT an acceptable means of notification. The Member must pay in full any outstanding monies due. The Member may continue to use the facility during the Paid Period and the membership ends at the conclusion of the Paid Period. The Member must return all membership access devices (key-fob). Once the membership is cancelled, an enrollment fee must be paid again should the former member elect to rejoin the Club.

Late Cancellation and EFT Billing Errors: No refund of monthly dues will be paid if a Member cancels after the deadline (15 days prior to the next billing date). It is the member's responsibility to observe proper cancellation procedures. Termination of membership will be effective at the conclusion of the Paid Period. The Member may continue to use the facility during the Paid Period. Should a billing error occur AC4 Fitness would provide a refund with an authoritative WRITTEN proof of cancellation, i.e., certified mail receipt and copy of cancellation, or a club generated e-mail confirmation of cancellation. It is the Member's responsibility to retain records until his/her bank statement has confirmed the cancellation.

Cancellation of Pre-Paid and 12-Month Term Membership: Except as otherwise stated the Member may not cancel their Pre-Paid or 12-Month Term Membership or receive a refund.

Cancellation by Club: AC4 Fitness reserves the right to cancel this Membership Agreement and terminate any membership rights associated therewith for any violation by the Member of the provisions set forth within this Agreement, or as promulgated in the club or on its website, or of which Member has been verbally notified, including but not limited to: (a) failure to make payments of monies when due, (b) consistent failure to observe Rules and Regulations, (c) behavior that is contrary to the best interests of other Members or Guests. The member must return all membership access devices (key-tag or key-fob). Any outstanding monies will be immediately due and payable (see Unpaid Balances).

Member Death or Disability: If the Member is unable to use the facilities because of death or disability, the Member or Member's representative may cancel this Agreement. Reasonable verification in writing must be provided. No further payments are required, and upon request a prorated portion of any pre-paid amount will be refunded to the Member or Member's representative.

Member Relocation: If the Member relocates more than twenty-five (25) miles from an AC4 Fitness or affiliate, and the Member is able to provide reasonable proof to validate relocation (letter of employment, lease, utility bill, military orders, driver's license, etc.), the Member may cancel this Membership Agreement with **15-Days Written Notice.** For 12-Month Term Memberships, this notice must be provided 15-days prior to the billing date. Any past due balance for services or membership dues in addition to a \$75 cancellation fee will be due immediately. A prorated portion of any Pre-Paid Membership will be refunded to the Member, less any past due balance and the cancellation fee of \$75 (or \$50 if more than half the contract life has expired).

Club Relocation or Closure: Should this location close and not offer an alternative location substantially similar and within ten (10) miles, the Member's membership will be cancelled. Member shall be relieved of the obligation of making payments for services other than those received prior to the relocation or closure. If the Member has prepaid any sum for services that are not received prior to the relocation or closure, the unused portion shall be refunded to the Member.

Pre-Opening Memberships: If the Member has purchased a membership prior to the club opening and the club has not provided the agreed upon services within six (6) months of the date of this Agreement, the Member may cancel their membership and receive a refund. If the club does open, but after six (6) months of the date of this agreement, the Member may still cancel, but must do so within ten (10) days of the date that the club opens for business, excluding Sundays and holidays. To cancel this agreement you must provide written notice, which states that you, the buyer, are cancelling this agreement, or words of similar effect. You may provide this notice by way of e-mail sent to cancelme@ac4fitness.com. You may also mail or hand-deliver a signed and dated notice, or you may send a telegram. Paper-based notices shall be sent to AC4 Fitness, at 52 N. Fairview Ave., Goleta, CA 93117. Upon cancellation, all payments will be refunded within (10) days after AC4 Fitness receives notice of the cancellation, less any payment for gym access (based upon daily visit rate) or services that the member received prior to cancellation.

Cancellations Require Written Verification: Cancellation requests will only be honored if submitted in writing. It is the Member's responsibility to ensure they have obtained and retained authoritative written proof or confirmation of cancellation. If the member is mailing the cancellation it is recommended that the Member send the cancellation notice by registered or certified mail, return receipt requested. If cancelling by e-mail the Member must insure they have received an e-mail confirmation of cancellation from the club. Note that memberships cannot be cancelled by phone or verbal conversation.

GENERAL CLUB RULES, REGULATIONS, CONDITIONS AND PROVISIONS

Member agrees to abide by all club rules and regulations, and consents to the conditions and provisions contained within this agreement or promulgated in any manner. AC4 Fitness may impose or change any of these rules, regulations, conditions, and provisions at its reasonable discretion.

Club Entry: During Business Hours of operation the Member must present their electronic key-fob for check-in at the front desk. If a Member desires to enter the facilities without his or her key-fob during Business Hours, proof of identification will be required. During Non-Business Hours the Member will use their key-fob to activate the entry door mechanism. The Member is prohibited from accessing the club without their key-fob during Non-Business Hours. Club use and all membership privileges are personal to the Member, including: club access, HydroMassage, Tanning and Wi-Fi. The Member must not allow any other person access to the club through the use of the Member's key-fob. Doing so may result in membership suspension or cancellation, with any outstanding membership balance immediately due and payable. Additionally, the Member may be charged an administrative fee of up to \$250. If the key-fob is lost or stolen the Member must alert club management immediately to have the key-fob replaced. The key-fob replacement fee is \$15.

Guest Use: Subject to a Guest fee, a Member may bring a Guest during Business Hours (staff must be present). Providing a Guest with access at any other time may result in membership suspension or cancellation, with any outstanding membership balance immediately due and payable. Additionally, the Member may be charged an administrative fee of up to \$250. Guests must register at the front desk upon entry and provide valid identification. The Guest must agree to the Guest Agreement upon each club use and comply with all club rules, regulations, conditions, and provisions. AC4 Fitness reserves the right to exclude any Guest whose use of the club, in the sole opinion of AC4 Fitness, would be detrimental to the use and enjoyment of AC4 Fitness by other Members and Guests. Members are responsible for the actions of their Guests.

Member and Guest Conduct: Members and their Guests shall be subject to the control and guidance of AC4 Fitness staff and must follow the instructions of the staff while in AC4 Fitness. Members and their Guests agree to conduct themselves in a quiet and well-mannered fashion so as not to cause any disturbances (this includes grunting and groaning) that would interfere with the use and enjoyment of AC4 Fitness by other Members and Guests. Under no circumstance shall Member or Guest use foul, loud, or slanderous language, or harass, molest, badger, or solicit other Members or Guests.

Equipment Use: Members and their Guests must wipe down equipment, re-rack weights and return all accessories to their proper location after use. Equipment should not be leaned against walls or mirrors. Weights should not be dropped. Exercise equipment should not be moved about, or used in any manner not intended by the manufacturer.

Lingering: AC4 Fitness facilities are for the express purpose of exercising and making use of the Club's health related activities (Tanning and HydroMassage). Members may not linger in the Club beyond their exercise routine. Exercise routines should be of a reasonable and customary length of time.

Cameras and Cell Phones: Members and their Guests shall not take photos or videos in any form, including but not limited to those taken by phones. Cell phones must have ringers turned off. Calls should be taken outside the club/facility or kept very brief and discrete. Member and Guest must make every effort to minimize the impact of their cell phone use while in the club. Loud phone conversations are strongly discouraged and may result in Member's/Guest's exclusion from the facility, at the sole discretion of management.

Personal Training: Personal Training of Members and Guests is restricted to Personal Trainers who are employed by, or in the case of Independent Personal Trainers, authorized by, AC4 Fitness management. Members shall not act as a trainer for any other Member or Guest, and any acts that constitute such business activities are prohibited. Use of Personal Trainers not approved by AC4 Fitness is prohibited. Any member engaging in such activity will be subject to immediate cancellation of membership.

Independent Personal Trainers: AC4 Fitness may provide Members and Guests with access to Independent Personal Trainers who have been approved to conduct business on AC4 Fitness premises. AC4 Fitness does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available.

Solicitation: Members or Guests may not solicit other Members or Guests and may not engage in any type of commercial or business activity while upon AC4 Fitness premises.

Surveillance and Security: Be advised that this facility is under surveillance 24 hours a day. The video record of Club entry and Member use of the facilities will be retained by the Club for scrutiny. Members are responsible for operation of panic alarms and agree to use them only in case of emergency.

Dress Code: Be comfortable. Be modest. Be clean. Wear athletic shoes. No sandals or jeans, or pants with rivets or zippers that damage upholstery. Avoid crop-tops, very short shorts, cut-off clothing, and tee shirts and tank tops baring most of the chest, back, or torso.

Pets and Bikes: No Pets (service animals excluded) in or around the facilities. Do not leave dogs tied up outside. Bikes are restricted to bike racks only. Do

not bring bikes inside.

Storage of Personal Belongings and Locker Usage: Personal belongings must be stored in cubbies or lockers and are not allowed on the workout floor. Cubbies and lockers are to be used only during the Member or Guest's visit to the club. Personal effects are not to be left overnight. The Club does not provide locks. Any item left in the lockers and/or changing areas will be removed at the end of each day. Unclaimed articles are kept for 48-hours only. Lockers are not always theft proof. So leave valuables at home.

Water Use—as a Green club AC4 Fitness takes steps to conserve its water use. Drought and water shortages may further impact water use at the club. AC4 Fitness requires that members be water-wise as well. Please refrain from abusive water use, or using the club simply for shower access. AC4 Fitness is first and foremost a fitness center.

Age Requirements: As an adult club, Members and their Guests must be 18 years of age. However, a Member may bring a minor child who is at least 13 years of age as a Guest, as long as the Member is the legal-guardian of the minor child. The minor child must be under direct supervision of their parent/legal-guardian at all times. All Guest visits are restricted to Business Hours of Operation.

Family Membership Rates—As a courtesy, a discounted membership rate may be provided to eligible family members who reside in the same household. Eligible family members are defined as: Spouse, Registered Domestic Partner, and Children (or Siblings) 18 to 26 years of age. Proof of relationship may be required.

Tanning Booths and Hydro Massage Beds: The use of Tanning Booths and Hydro Massage Beds are available only to VIP Members. Hydro Massage access is strictly limited to one 10-minute session per day, per VIP member. Tanning Booth sessions are strictly limited to a maximum of one 10-minute session every 48 hours, per VIP person. Member agrees to not exceed the Tanning Booth manufacturer's recommended exposure schedule as posted (see Exhibit B). Tanning and Hydro Massage privileges are not available to guests or anyone under the age of 18. VIP members agree to comply with the Club's usage procedure as promulgated. A non-VIP Member who uses the tanning and/or Hydro Massage facilities will be automatically charged a per session rate as determined by the club of not less than \$10. Improper or unauthorized use, or failure to follow Tanning and Safety Guidelines may result in loss of Tanning or Hydro Massage privileges or membership.

Right to Change Hours and Facilities: At the sole discretion of management and without notice, AC4 Fitness reserves the right to alter or amend staffed hours of operation, make changes to the physical facilities, change equipment, alter, amend or eliminate programs and activities, and temporarily close the facility or a part of the facility while repairs, renovations or seasonal maintenance take place. AC4 Fitness will make every effort to minimize any disruption to members during these periods. There will be no reduction, suspension, abatement, or apportionment of membership fees or other charges.

Material Changes and Extended Interruption of Service: Member may cancel this Agreement if the club materially changes the services promised as part of the initial contract. In the event of an extended interruption of services due to a fire, natural disaster, or national emergency, AC4 Fitness reserves the right to transfer membership to another like facility within a five-mile radius, or freeze memberships and resume memberships, as services are made available again. If this period of interruption extends beyond one-year, a Member's obligations will be suspended.

Right to Modify Membership Dues, Terms, and Programs: AC4 Fitness reserves the right to alter or amend the terms of any or all of its membership programs, including but not limited to pricing, monthly dues, limited-use and full-use membership times (if applicable), rules, regulations, policies, reciprocity of use between clubs (if applicable), VIP Membership privileges, or other special membership privileges.

Membership Agreement, Membership Information and Correspondence: The member hereby acknowledges that an essential aspect of AC4 Fitness business operations is its reliance upon a paperless enrollment process. Consequently, AC4 Fitness is highly dependent upon e-mail and therefore the accuracy of the member's e-mail address. Any e-mail correspondence initiated by AC4 Fitness, including delivery of Membership Agreement will be deemed as received by the Member one day after it is sent. Any mail correspondence initiated by AC4 Fitness will be deemed as received by the Member within five (5) days of mailing. It is the responsibility of the Member to ensure e-mail receipt of their Membership Agreement upon enrollment, or receipt of membership related information. AC4 Fitness must be notified by e-mail of any changes in member e-mail address, mailing address, telephone, and billing information.

Member Contact by Phone: Member consents to receive telephonic calls, including automated telephone calls, from or on behalf of AC4 Fitness concerning membership matters, including, without limitation, billing notifications, Club closures, and special events. Telephone notifications will be placed to the current telephone number on file at AC4 Fitness, and the Member assumes responsibility for any charges placed on the calls by the Member's telephone services provider.

Refunds: Unless otherwise stated, any approved refund will be made within fifteen (15) business days from the date of request.

No Discrimination: AC4 Fitness will not discriminate against a person because of sex, race, creed, age, color, national origin, sexual orientation, or ancestry in considering an application for membership

Entire Agreement: The Member acknowledges that neither AC4 Fitness, nor anyone else made any representations or promises upon which the Member relied that are not stated in this Agreement. AC4 Fitness employees are not authorized to make any changes written and/or verbal, additions, or modifications to this Agreement. This Agreement, these Terms and Conditions, and all rules and regulations of AC4 Fitness, as revised from time to time, constitute the entire and exclusive Agreement between the Member and AC4 Fitness and replaces any prior agreement, promise, and/or representations whether oral or written. This Membership Agreement shall be interpreted under the laws of the State of California. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If AC4 Fitness does not enforce any right in the agreement for any reason, AC4 Fitness does not waive its right to enforce it later. In the event of any litigation arising out of this agreement the prevailing party shall be entitled to recover legal fees.

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.

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 AC4 Fitness 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 AC4 Fitness and/or ABC Financial Services, LLC.

E-SIGN CONSENT: Certain laws and regulations may require AC4 Fitness 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 AC4 Fitness 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 AC4 Fitness 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 AC4 Fitness 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 AC4 Fitness and/or ABC Financial Services, LLC, and to promptly notify AC4 Fitness 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 AC4 Fitness 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 AC4 Fitness 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 AC4 Fitness and/or ABC Financial Services, LLC.**

Member Initials _____

EXHIBIT A

Risk Factor Self Assessment

If Member or Guest answer yes to any one of these questions—STOP—and consult a physician first before increasing your physical activity

- Has your doctor ever said you have heart trouble?
- Do you frequently have pains in your heart and chest?
- Do you often feel faint or have spells or severe dizziness?
- Has your doctor ever said that your blood pressure was high?
- Has your doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise or might be made worse by exercise?
- Are you over age 65 and not accustomed to vigorous exercise?
- Are you pregnant?
- Is there a good physical reason not mentioned here why you should not follow an activity program even if you wanted to?

AC4 Fitness reserves the right to restrict usage of facilities or require additional medical approval if AC4 Fitness management believes the Member or Guest may be at medical risk, including risk due to excessive exercise.

EXHIBIT B

Tanning: If the Member has elected to make use of the Club Tanning Equipment, he/she does so at his/her own risk:

1. Not wearing the eye protection provided to the member may cause damage to the eyes
2. Overexposure causes burns
3. Repeated exposure may cause premature aging of the skin and skin cancer
4. Abnormal skin sensitivity or burning may be caused by certain:
 - a. Foods
 - b. Cosmetics
 - c. Medications, including, but not limited to, the following:
 - i. Tranquilizers
 - ii. Diuretics
 - iii. Antibiotics
 - iv. High blood pressure medicines
 - v. Birth control pills
5. Any person taking a prescription or over-the-counter drug should consult a physician before using an ultraviolet tanning device
6. Any person with a family history or personal medical history of skin cancer should avoid an ultraviolet tanning device

Persons under 18 years of age are prohibited from using an Ultraviolet Tanning Device. Persons who use an Ultraviolet Tanning Device must agree to use protective eyewear.

EXHIBIT C

Steroid Warning: Use of steroids to increase strength can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged 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 the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

SAMPLE