

Studio 24 LLC

502 SE Main St Simpsonville SC 29681

864-757-1075

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status or age- provided the applicant has the capacity to contract. The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580

PLEASE PRINT CLEARLY

Member's Last Name _____ First _____ Birthdate _____ Phone- Home _____ EMail _____

Permanent Address as appears on SC Drivers License _____ City/State/Zip Code _____ SC Driver's License Number _____

In case of emergency, call _____ Relationship _____ Phone _____

1. Today's date is ____ / ____ / ____
2. Your membership begins today _____, until 12 months from today
3. Persons other than yourself who may attend under this membership are none _____.
4. The amount of your Down Payment is \$ 30.00
5. Buyer agrees to purchase this membership for the total sales price listed in the Federal Disclosure below:

ASSUMPTION OF RISK

Studio 24 LLC, also called "the Studio" urges you and all members to obtain a physical examination from a doctor before using any exercise equipment. Members have access to the studio during supervised and unsupervised times (when no staff member is on the premises). The Studio requires members to workout with a training partner during unsupervised times to ensure your personal safety and security. Members who choose to workout alone do so at the member's sole risk. (Initials). All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be the member's entire responsibility, and the Studio, its owners and staff shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Studio. Member hereby holds the Studio, it's parent corporation, officers, owners, agents, personal trainers and employees harmless for all claims which may be brought against them by member or on member's behalf for any such injuries or claims.

Any holder of this consumer credit contract is subject to all claims and defenses which the member could assert against the studio as a result of this contract. Recovery by the member shall not exceed the total amount paid by the member to the Studio pursuant to this contract. In the event the Studio closes and ceases doing business, you are then no longer obligated to make payments under this agreement.

AMOUNT FINANCED The amount of credit provided to you or on your behalf: \$ 330.00	TOTAL OF PAYMENTS The total amount you will have paid after you have made all the payments as scheduled: \$330.00	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of: \$ 30.00	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate: 0 %	FINANCE CHARGE The amount in dollars this credit will cost you: \$ 0.00
		Total Sale Price: \$ _____		
Your payment schedule will be				
When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date	
1st	11	\$30.00	First day of next month	

Studio Signature _____

Member's Signature _____

Member's Signature _____

AUTHORIZATION

I authorize the Studio to draft my credit card or bank account by pre-authorized draft each month for studio dues. I agree to have the necessary available credit or funds in my account to cover the amount drafted. I understand that if the funds are not available, I will be charged a late fee and returned item fee. This authority is to remain in effect until revoked by me, in writing, with at least a 30 day advance notice. I agree to notify the Studio of any change in account information at least 30 days prior to such change.

Signed _____

Date _____

Payment to be billed on the first day of the month

Card number _____
Exp. Date _____
Code _____

CONDITIONS

1. MEMBER'S RIGHT TO CANCEL

You may cancel this contract by sending notice of your wish to cancel before midnight of the third business day after you sign the contract. This notice must be sent certified mail to the following; Studio 24 LLC 502 SE Main St., Simpsonville, SC 29681. Business day means Monday through Friday, excluding State and Federal Holidays. Within thirty days of receipt of this notice, the studio shall return any payments made and any note of other evidence of indebtedness. If you use the seller's facilities or services, the studio may charge you a reasonable fee based on the days of actual use.

2. In addition, you or your estate may also cancel the contract at any time by written notice to the studio at the above address if the following circumstances occur: The member's death or substantial physical disability, certified by a doctor, which makes it impossible for the member to use the studio's services. Refunds will be prorated at normal studio pricing. This applies to specials and cash sales. Initiation fees are not refundable.
3. CARDS - Membership cards remain the property of Studio 24 LLC also called 'the studio' and must be surrendered upon demand. There will be a 10.00 fee for lost cards. Cards are not transferable to another person. Members must present their membership card every time they enter the studio. There is no sharing of membership privileges.
4. PARTICIPATION - I understand that the amount and extent to which I participate in exercise and other activities within the premises is my responsibility. My failure to use the studio facilities does not constitute grounds for a refund or cancellation.
5. FREEZE POLICY- Members are allowed to freeze their membership for up to two whole calendar months in any 12-month period in full month increments. Notice of a freeze must be completed in person at the studio before the 20th of the month in order to be effective for the following month. There is a \$10.00 processing*charge payable up front for any freeze. Any months frozen are in addition to the member's 12-month contract obligation. Medical/Pregnancy freezes must be accompanied by a doctors letter if the duration will be over two months.
6. NOT TRANSFERABLE -I understand that I may not transfer my membership and balance of my payments to another person..
7. RELOCATION - If I move more than 20 miles away from any studio location I can give 30 days notice and pay the last month's dues. This is only available with valid proof of relocation. Example - a copy of a signed lease or a new utility bill.
8. ADD ON RATES -I understand that a family member add on rate is only valid if the primary member who is being added onto remains a member. Otherwise I will assume the primary membership rate.
9. DELINQUENT ACCOUNTS - In the event that I default on my obligation, the studio has the right to collect all monies due in an accelerated manner plus any fees charged by a collection agency and/or any reasonable attorney fees including court costs.
10. LATE OR RETURNED ITEM CHARGES - A \$5.00 late fee will be assessed to any member failing to make payments by the due date, and \$20.00 fee for a denied or returned electronic funds transfer or check due to insufficient funds, closed account or similar circumstances.
11. AMENDING OF RULES -I understand that the studio reserves the right to amend or add to these conditions and to adopt new conditions as it may deem necessary for the proper management of the studio and the business.
12. UNAVAILABILITY OF FACILITY OR SERVICES - I agree to accept the fact that a particular facility or service in the premises may be unavailable at any particular time due to mechanical breakdown, fire, condemnation, catastrophe or any other reason. Further, I agree not to hold the studio responsible or liable for such occurrences.
- 13 HOURS OF OPERATION - Operation schedules and staffing hours may vary and are subject to change from time to time. Members will have access to the studio by electronic access card on a 24 hour basis except for mechanical breakdowns or power outages. Any member whose access card is used by another person or any member who allows a non member into the club will lose the 24 hour access privilege and will only be allowed to use the studio when Studio 24 LLC staff are present. Member will receive no refund or reduced membership fee for lost 24 hour access. Member initials
14. DISCLAIMER OF IMPLIED WARRANTIES I understand that Studio 24 LLC makes no guarantees, warranties, or representations, written or implied, regarding merchantability, fitness for a particular purpose or otherwise except those written herein or in writing and signed by an officer of the corporation owning.
15. DAMAGE TO FACILITIES - I agree to pay for any damage I may cause the studio's facilities through my careless or negligent use thereof.
16. **RELEASE FROM LIABILITY –I agree and represent that all exercises, treatments and all use of Studio 24 LLC facilities shall be undertaken at my own risk, that I am in good physical condition and physically able to undertake any and all physical exercises and treatments provided by Studio 24 LLC, and if I have a history of heart disease, I will consult a physician before joining. I also agree that Studio 24 LLC,, and/or any affiliated companies and/or their respective principals, agents and employees, shall not be liable for any claims, demands, injuries, damages, actions or cause of action, whatsoever, to me or my property arising out of, or connected with the use of any of the services and/or facilities of such corporation and of any affiliated companies and/or their respective principals, agents and employees or the premises where the same are located, and I do hereby expressly forever release and discharge said corporation and any affiliated companies and their respective principals, agents and employees from all such claims, demands, injuries, damages, actions, or causes of action.**
17. LEGALLY BINDING AGREEMENT - I understand that this agreement is legally binding whether my use of the facility and its services is determined and paid for on a monthly, yearly, or individual visit basis.
18. VERBAL AGREEMENTS - The studio does not honor any verbal agreements, made at the studio or on the phone that are contrary to these terms and conditions
19. FUTURE USAGE - After the initial one year contract period is over this contract will convert to a month to month agreement. 30 days written notice is required in order to cancel.

Member's Signature _____
