

ELEVATE

MEMBERSHIP AGREEMENT

1. Info: Name: _____ Date: _____

Gender: Male Female Date of Birth: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Email: _____

Emergency Contact: _____ Emergency Contact Phone: _____

Referred by: _____ May we send you appointment/billing reminders via text message?: Yes No

2. Membership Type: All Memberships (except Youth Class) INCLUDE Open Gym Access: Fitness Equipment, etc.
Open Gym Hours: M,W,F 10:30am-5:30pm/T,TH 7:00am – 6:30pm/Sat 7am-1pm (Hours subject to change).

Elite Group Training or IQFit: Unlimited \$190/mo 4x/wk (16credits/mo) \$170/mo 3x/wk (12credits/mo) \$150/mo
 2x/wk (8credits/mo) \$125/mo

QuickFit: 3x/wk (12credits/mo) \$99/mo 2x/wk (8credits/mo) \$79/mo

Small Group Private Training: 3x/wk (12credits/mo.) \$375/mo 2x/wk (8credits/mo.) \$300/mo 1x/wk (4credits/mo.) \$175/mo

Private Training 60-Min: 3x/wk (12credits/mo.) \$600/mo 2x/wk (8credits/mo.) \$450/mo 1x/wk (4credits/mo.) \$250/mo

Private Training 30-Min: 3x/wk (12credits/mo.) \$360/mo 2x/wk (8credits/mo.) \$280/mo 1x/wk (4credits/mo.) \$160/mo

PAID IN FULL DISCOUNT: 3-Months 5% OFF – Total Paid \$ _____ 6-Months 10% OFF · Total Paid \$ _____
12-Months 20% OFF · Total Paid \$ _____

3. Payment: EFT Electronic Funds Transfer Authorization: I hereby authorize Elevate Fitness & Rehabilitation, Inc. to withdraw funds from checking, savings, or credit card assigned below (voided check must be attached for ACH/Account Debit). See page 2 for more details on EFT.

Total Monthly Dues & Fees: \$ _____ **Start Date:** _____ **End Date:** _____

ACH/Account Debit

Account Number _____

Routing Number _____

Bank Name _____

Name On Account _____

Credit Card

Visa Discover MasterCard AMEX

Cardholder Name: _____

Card Number _____

Exp. Date _____

CVC _____

Automatic Renewal Program: Your membership will automatically renew at club's current rate on a month to month basis. See Payment Obligations on the reverse side for more details. **YOU, THE CONSUMER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE ON WHICH THE CONTRACT IS EXECUTED.**

Member Signature: _____

4. Terms

MEMBERSHIP: By signing this agreement you will be subject to the rules and regulations established from time to time by the operators of Elevate both posted and written. You have purchased a membership with Elevate and you agree to all the terms and conditions in this contract. You agree and understand that Elevate has the right to revoke your membership and discontinue your privileges of using the club if you fail to follow the rules, regulations and terms of this contract. It is your responsibility to notify Elevate of any change of address or payment method. This contract between you and Elevate is binding and is not transferable to another third party without consent of Elevate. All membership applications are subject to approval by Elevate. Membership is open to all individuals of good character and responsible credit background. A member can use the facilities during scheduled sessions and Open Gym Hours as posted. **Elevate may change, add or delete operation hours, classes or equipment at its own discretion. Elevate will be open six days a week and will be closed on Sundays.** For insurance and safety purposes all **children under 13 are not permitted** to be in the main area of the club that consists of the cardio and strength areas. All members must check in with the front desk staff and present their membership card to enter. Elevate requires each member to have a photo taken for your membership. If you do not have your membership pass you will be required to show proper photo I.D. to enter. A \$5.00 fee will be charged to replace a lost membership card. You may not allow someone to use your membership card for access to the facility.

CREDIT EXPIRATION: All credits (classes or sessions) must be used by the client within 1 month of the date of purchase, or within 6 months for a 6 month paid in full agreement, or 12 months for a 12 month paid in full agreement. Unused credits will expire at the end of the payment term. For ELITE GROUP TRAINING ONLY: Unused credits may be used for QuickFit classes prior to the credit expiration date. Private training sessions cancelled with 24-Hours advance notice are not guaranteed to be rescheduled, but may be rescheduled at the sole discretion of the Trainer. Appointments cancelled with less than 24-Hours advance notice will not be rescheduled.

PAYMENT OBLIGATIONS: You agree to pay the dues and fees on the front page of this agreement. All dues and fees, monthly and prepaid, are non-refundable. Whether or not you use the facilities, you still must pay your dues. Members will be **billed in advance** for training packages. Members will be re-billed after the expiration of the current credits in their training package, or after all credits in a training package have been used, whichever comes first. Upon the conclusion of a "paid in full" term, members will automatically be re-billed at the current month to month price for their current training package. Dues not received within 5 days of the due date are considered delinquent and subject to a late fee charge of \$25.00. If you are under 18 years of age, an adult is required to sign to guarantee payment. Any increase in dues will require a minimum of 30 days notice. IN THE EVENT THE HEALTH SPA FACILITY CLOSSES AND ANOTHER HEALTH SPA FACILITY OPERATED BY THE SELLER OF THIS CONTRACT, OR ASSIGNS OF THE SELLER, IS NOT AVAILABLE WITHIN FIVE (5) MILES OF THE LOCATION THE CONSUMER INTENDS TO PATRONIZE, SELLER WILL REFUND TO CONSUMER A PRORATA SHARE OF THE CONTRACT COST, BASED UPON THE UNUSED TIME REMAINING ACCORDING TO THE CONTRACT.

ELECTRONIC FUNDS TRANSFER (EFT): If the club is unable to collect your monthly dues for any reason \$25.00 will be charged without further notice. Any member who is 30 days in arrears on their account may no longer use the club facilities, and after 45 days delinquency, your membership may be suspended or terminated at club's discretion until payment is made. You as the member are responsible for your payment and notifying Elevate and the bank of any error that appears on your bank or credit card statement in a timely manner. **It will be the member's responsibility to notify Elevate of any changes to billing information.** Elevate Fitness & Rehabilitation, Inc. may draft for any unpaid balance, including return fees, late fees and monthly dues until membership is brought current.

SUSPENSION OF MEMBERSHIP/HOLDING FEE: A membership can be suspended with written notice 14 days prior to the next payment date. Suspensions must be for a minimum of 3 weeks and a maximum of 6 months. You will be charged a \$20/month holding fee to retain your membership and extend the expiration date of your available credits.

EARLY TERMINATION FEE: A fee of \$200 will be billed for early termination of a contract commitment.

LEGAL: If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which the party may be entitled. This agreement has been entered in Utah County, State of Utah. Any and all questions concerning the validity, interpretation, or performance of any of its terms or provisions or any of its rights or obligations of the parties hereto, will be governed by and resolved in accordance with a Court of Law in Utah County, State of Utah.

REPRESENTATION: You agree that neither Elevate nor anyone else has made representation or promises upon which you relied that are not stated in this agreement. This agreement constitutes the sole and only agreement of the parties hereto relating to club membership. This document contains the entire agreement between you and Elevate and replaces any previous or other written agreement. Any oral representations or modifications concerning this agreement shall be of no force or effect. Excepting only a subsequent written notification signed by both parties.

ADDRESS FOR OFFICIAL NOTICE: Elevate Fitness & Rehabilitation, Inc. 147 West 400 North, Orem, Utah 84057.
Phone 801-221-9060.

Member Initials _____