

AUTOMATIC RENEWAL PROGRAM OR PREPAID CONTRACT AGREEMENT:

<CLIENTNAME> there for known as (member) is purchasing a <CONTRACTFREQUENCY>. The term of this contract will begin on <CONTRACTSTARTDATE> and will end on <CONTRACTENDDATE>. When the terms of this contract have been fulfilled, this contract will Automatically be enrolled to an auto renewal program unless the member specifically requests that this contract end on <CONTRACTENDDATE>.

Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the same rate <AUTOPAYAMOUNT>. Renewal terms may be cancelled at any time after the term of membership, provided a **30-day written notice is delivered to the club's address**. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period not to exceed \$2.00 per month.

1. Nature of Membership does not confer or carry with it any interest in the property or assets of the club or any right on the part of the members to participate in the management of the club, financially or otherwise. Membership confers safely the right to use and enjoy the facilities and services of the club in accordance with the club's rules and regulations, as established or changed.

2. Conditions of Membership: Membership is open to individuals, couples (any two people), or any family members age 14 and up, without regard to race, sex, ethnic background, or religion. A "couple" is defined as any two people, married, or unmarried who maintain one membership account and make one payment for membership fees. A "family" is defined as one head of household, and any legal dependents living in that household. A "corporate family" is defined as 3 or more people who consist of extended family members or friends maintaining one membership account and making one payment for membership fees. All applications for membership are subject to approval by the club, which shall have sole discretion to approve or reject applicants for any reason whatsoever.

3. Fees: Management reserves the right to charge, as well as change fees for the use of certain facilities, classes, or equipment that is not included within the basic membership.

- In addition, I acknowledge that if I am in debt to the gym of \$10.00 or greater for a period longer than 5 days, my 24/7 access membership will be suspended until all dues are paid.

4. Term of Membership: Unless otherwise set forth herein, the membership will begin on the date this agreement is executed by the club and expire on the date agreed upon on the front of this contract. Unless Auto Renewal is in motion with the automatic payment program.

5. Changes: The membership fees, as agreed upon by this contract, will remain the same for the term of this contract. The club, at its sole discretion, can change any membership fees after the expiration of the membership.

6. Start-Up Fees: All new Pre-Paid memberships, Check Draft or Charge Draft members shall pay a start-up fee to the club. The amount, manner, and time of payment of such fee, shall be established by the club, and may be changed. No portion of such fee will be refunded upon termination of membership, after the three-day cancellation period set forth on the reverse has expired.

7. Checking, Savings or Credit Card Draft Option: Any member, who chooses the monthly payment plan for a 12-month membership, must pay monthly dues through the convenience of automatic drafting. The club shall not be responsible for any errors in processing payments under the automatic draft method of payment, but upon notification by the member of any error, will work with the member and the banks involved to correct the said error. This obligation to pay dues is not dependent on the availability of all the club's facilities.

8. Insufficient Funds: Any member's account having insufficient funds via check, savings, credit card or debit card on the date the automatic draft transfer of funds occurs, **will be charged an additional \$25.00 return item fee.** Any checks written to the club for membership fees or other purchases that are returned for insufficient funds **will be assessed an additional \$25.00 return item fee.**

9. Early Termination: There are no contract termination fees. However, the Facility: Bryant Street Gym does require a 30 day notice prior to cancellation and a written letter of cancellation. It is also at the Bryant Street Gyms discretion to charge the client for any fees and/or overdue balances at time of cancelation. Complimentary personal training sessions are free contingent on fulfilling this contract beginning on the date of this contract and expiring on the date agreed upon on the front of this contract. Those who choose early termination are responsible for paying for any complimentary service utilized. There is a \$60.00 fee that will be charged for the personal training for early cancellation.

10. Automatic Renewal Program-Cancellation: **A 30-day written, and signed notice is required to cancel an Automatic Renewal to a membership.** The letter will detail that the purchaser wishes to cancel the automatic renewal, upon expiration of the membership. **The 30-day period begins when the letter is received by Bryant Street Health & Fitness.**

11. Medical Holds: A member may apply for an inactive membership based upon a valid medical reason. Members are required to submit sufficient proof, in writing, from their physician of such illness, injury or pregnancy. The member is required to continue making any payments due during the medical hold and the length of inactive time will be added to the end of the membership.

12. Vacations Holds: A member may not apply for an inactive membership based on holidays or vacations.

13. Involuntary Termination and Suspension: The club reserves the right at any time to terminate or to suspend for such period of time as it shall deem appropriate the membership or privileges there under, of any member for failure to comply with any provisions of this membership agreement of any rules and regulations of the club for any conduct the club determines to be improper, negative or not in the best interest of the club. A membership may be terminated or suspended by notification in writing, mailed by the club to the last known address on the records of the club for the member being terminated or suspended. The terminated or suspended member will be required to return promptly (within five business days) his/her membership card to the club. A terminated member will remain liable for all dues or other indebtedness incurred prior to receipt of the membership card by the club.

14. Resale of Transfer of membership Prohibited: Membership may not be resold or transferred.

15. Lost Membership FOB: The club will charge \$10.00 for any lost membership card, and the member agrees to pay for the replacement of their lost FOB.

16. Check-In: Members must check-in at the front desk each time they use the club by presenting their membership card. This procedure is mandatory.

17. Guest: Member's guests are welcome to use the club when accompanied by the member and must register and sign-in at the front desk. The current guest fee will be charged for each guest's visit to the club.

18. Attire: Proper exercise attire is required for all participants using the club. No jeans allowed. Appropriate closed-toe shoes must be worn at all times (excluding yoga and stretch).

19. Hours: The club hours may be changed without prior notice. The club will be closed on selected holidays or open with reduced hours. As well, if at the draw of closing there are no clients in the gym, we may close earlier than advertised.

20. Disability of Death: If by reason of death or disability, the person(s) agreeing to receive services for which said person(s) has contracted, said person(s) and their estate shall be relieved from the obligation of making payment for services other than those received prior to death of the onset of disability, and if said person(s) has prepaid any sum for services, so much of sum as it allocable to services said person(s) has not taken, shall be promptly refunded to said person(s) or their representatives after receipt of written request. In every case in which a person(s) has prepaid a sum, for services under a contract for health studio services, and by reason of death or disability, is unable to receive all such services, the party agreeing to furnish such services shall, on request, immediately refund to such person(s) or his personal representative such amount of the sum prepaid as is proportionate to the amount of services not received. The term "disability" means a physician verifies a condition that precludes the member from physically using the facilities.

21. Damages: Each member shall be responsible for any damages to the club's property caused by the member, the member's guest, or the member's dependents.

22. Legal Fees: In the event an attorney is retained to enforce any provision of the agreement, the prevailing party in such dispute shall be entitled to recover all attorneys' fees and court costs in any such action or proceeding, the amount to be determined by the court.

23. Receipt of Copy: Applicant acknowledges receipt of a copy of this agreement from the club.

24. Rules Not Inclusive: The rules contained herein are not inclusive.

25. Health Assessment: It is strongly recommended that all members have a physical exam before participating in vigorous activity. For your protection, we request that you check with your doctor before starting any physical training or weight reduction program. The club will also conduct an initial health assessment of each member and reserves the right to require a doctor's clearance before allowing use of the facilities if deemed necessary by management.

26. Valid early termination includes, moving more than 25 miles away. Must show 1 valid proof of verification.

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. Should any monthly payment become more than ten days past due. You will be charged a late fee. An additional service fee will be assessed for any check draft, credit card, or order returned for insufficient funds or any other reason. If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, Gym Master/ Blue Pay/ Card Connect reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. NOTE: Members that pay monthly dues by E.F.T. are subject to a \$5.00 per month increase of monthly dues if the E.F.T. payment is stopped or changed. This will not affect any other provisions of this agreement.

FEES: The buyer, <CLIENTNAME> agrees that they are responsible for paying any fees associated with Gym Master/ Blue Pay/ Card Connect including but not limited to: chargebacks, legal fees, rebuttals, insufficient fees, holding fees, transfer fees, etc, in addition to their owed original contract purchase amount.

PREAUTHORIZED PAYMENT PLAN

The Member hereby request the privilege of paying to Bryant Street Gym via Gym Master/ Blue Pay/ Card Connect, (The Company) under their Preauthorized Payment Plan and further authorizes the Company to draw funds (electronic funds transfers), from my checking, savings accounts, or my credit/ debit card for the purpose of paying said payments, including any late fees or service fees on the account of: <CLIENTNAME>

- (a) I <CLIENTNAME> agree to purchase, <CONTRACTFREQUENCY> as an automatic charge to my credit card, or automatic debit to my checking or savings account.
- (b) The items shall be drawn on or about the date or dates of the Promissory Note. The transactions on your bank, savings or credit card statement will constitute receipts for payment on your account
- (c) I <CLIENTNAME> hereby certify that I am the holder of the credit card, checking or savings account or an authorized signer on the credit card, checking or savings account that I have provided.
- (d) I understand that I will notified The BSG if my credit card, savings or checking account payment fails to authorize for any reason, and that a \$25.00 late fee will apply.
- (e) The privilege of making payments under this Plan may be revoked by the BSG/Gym Master (company) if any item is not paid upon presentation. If this occurs, this does not release you of your obligation (Promissory Notes/Contract)
- (f) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Promissory Notes/Contract/Payment Schedule).
- (g) I understand that BSG has the right to automatically charge my credit card, checking and/or savings account, debit card, or any other payment method any additional fees owed.
- (h) I understand that I am responsible for updating any of my payment methods so I can stay in agreement with my purchase agreement.

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 PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Term of membership: Unless otherwise set forth herein, the membership will begin on the date this agreement is executed by the club, and expire on the date agreed upon on the contract. This contract will Automatically Auto Renewal unless client choices to opt out. Client must tell the staff person they wish not be enrolled in the Automatic Renewal Program: Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the rate indicated on the original contract. Renewal terms may be cancelled at any time after the term of membership, **PROVIDED A 30 DAY WRITTEN NOTICE IS DELIVERED TO Bryant Street Health & Fitness (BSHF) ADDRESS:** 406-Q Bryant Circle, Ojai, CA 93023. The letter will detail that the purchaser wishes to cancel the automatic renewal; upon expiration of the membership. The 30-day period begins when the letter is received by BSHF. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period not to exceed \$2.00 per month.

This is a legally binding contract. By Selecting the accept button, and digitally signing this contract, you acknowledge that you have read all statements and are in agreement in its entirety. You the (buyer) have agreed to purchase from the Bryant Street Gym (seller) a club membership according to the terms and conditions previously detailed on the entirement of this agreement.

"Buyers Right to Cancel": You, the buyer, may cancel this agreement at any time prior to midnight of the third business day of the Bryant Street Gym after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, Buyer must give a 30 day written notice via mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. Such notice shall be sent to Bryant Street Gym, 406-Q Bryant Circle, Ojai, CA. 93023

THE BUYER HAS CAREFULLY READ AND UNDERSTANDS THAT IN DIGITALLY SIGNING AND ACCEPTING THESE TERMS, AGREEMENTS, CONTRACT, and WAIVER OF CLAIMS ABOVE HE/SHE AGREES TO THE FOREGOING WAIVER. I fully understand and will comply with the membership agreement on this form and I agree to pay all dues, charges, and fees incurred by me and those individuals dependent on my membership from the date of acceptance of this contract until termination of this membership.