



# MEMBER CONTRACT

NAME: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

PARENT/RESPONSIBLE PARTY (IF CLIENT IS UNDER 18): \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

## 1. MEMBERSHIP TYPE(S) AND FEES

SQUAD MEMBERSHIPS	PERSONAL TRAINING	FAMILY MEMBER(S)*
<ul style="list-style-type: none"> <li>• \$160.00 MTM</li> <li>• \$145.00 Monthly draft Standard- annual contract</li> <li>• \$110.00 Monthly draft annual contract. Military/First Responders/School System/Medical Profession/Seniors 65 or Older</li> <li>• <b>\$1200.00 Best Savings. Annual Paid in Full.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Starts at \$75.00 Per Session (45-60 Minutes)</li> <li>• Starts at \$65.00 Nutritional Guidance Per Session (Up to 60 Minutes)</li> </ul>	NAME: _____ DOB: _____ SPOUSE / CHILD = \$ _____  NAME: _____ DOB: _____ SPOUSE / CHILD = \$ _____  NAME: _____ DOB: _____ SPOUSE / CHILD = \$ _____

START DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

### Recurring Payment Method:

VISA MC AMEX DISC

NAME ON CARD: \_\_\_\_\_

CARD #: \_\_\_\_\_

EXP: \_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Recurring Payment Schedule:

Membership Fee: \$ \_\_\_\_\_

Add-On Fees: \$ \_\_\_\_\_

TOTAL DUE TODAY: \$ \_\_\_\_ Cash / Check / Card / EFT

Monthly Auto Draft: \$ \_\_\_\_\_

**ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION:** I authorize my financial institution to make payments to PFI Group LLC dba Flex Squad Fitness, by the method indicated above and charge it to my account. I understand that I am in full control of my automatic payments and ***if at any time I decide to stop this automatic payment I will notify PFI Group LLC dba Flex Squad Fitness in written form at least thirty (30) days prior to the effective date of the change and/or at least thirty (30) days prior to my regularly scheduled payment.*** I also understand that if I change financial institutions or need to make any change to this authorization, I must provide the account changes or draft date change at least five (5) days prior to the effective date of the change and/or at least five (5) days prior to the next scheduled draft.

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

2. **APPLICATION.** I, \_\_\_\_\_, (hereinafter referred to as "Client") enter into this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PFI Group LLC, a South Carolina Limited Liability Company dba Flex Squad Fitness, which will provide services through its employees (hereinafter referred to as "Trainer"). Client has requested that Trainer conduct Client's personal training sessions at 725-A Chapin Road, Chapin, SC 29036 (hereinafter referred to as "Center") with said training session to be provided pursuant to the fee schedule herein, and trainer agrees to provide said training sessions subject to Client's agreement to the following additional terms and conditions as follows:

3. **PAYMENT.** a.) All Monthly Annual Payment Memberships: Client must pay the Total Due Today upon signing this Contract. Client agrees to pay the monthly amount indicated on page 1, section 1 and I acknowledge that automatic withdrawals (payments) will continue each month until Client terminates membership as permitted in this Contract in accordance with the terms indicated on page1, section 1, EFT Authorization. b.) Promos: Client must pay the Total Due Today upon signing this Contract. The client agrees to pay the monthly amount indicated on page 1, section 1 and I acknowledge that automatic withdrawals (payments) will continue each month. The month following the Promo expiration, Client will automatically be charged the rate without the promo, unless Client terminates membership as permitted in this Contract in accordance with the terms indicated on page1, section 1, EFT Authorization. c.) Pay in Full Memberships: I must pay the Total Due Today upon signing this Contract. **No Refunds.** Any membership fees including but not limited to discounted, promotional, monthly, paid in full, packs and bundles are NOT subject to refunds of any portion, prorated or partial amount of paid fees.

4. **TERMS & CONDITIONS.** All annual memberships, (promotional terms specified under section 1, Promo), have a term of twelve (12) months from the date of the Start Date (or if none is specified, then the date of this Contract). Memberships may thereafter be renewed automatically at the current membership rate unless 30 days' notice is given prior to the contract end date. By mutual agreement, one type of membership may be converted to another type of membership pursuant to a new contract with PFI Group LLC dba Flex Squad Fitness. The term of this Contract may be extended as follows: a.) If PFI Group LLC dba Flex Squad Fitness temporarily closes for thirty (30) days or more, the term shall be extended for the number of days equal to the number of days that the facility was closed (excluding any government mandated shutdowns, holidays and any other days the facility is normally closed), at no additional cost to me. b.) If Client becomes temporarily disabled for a period greater than thirty (30) days (proof from physician must be submitted to Trainer), then Client may extend the term of this Contract, at no additional cost to me, for the number of days equal to the days comprising the duration of a disability as verified by a physician. To extend the term pursuant to this Paragraph 4b, Client must give timely notice to PFI Group LLC dba Flex Squad Fitness of the request to so extend. c.) Client also understands that some months may have more sessions than normal, and some may have less (due to holidays/inclement weather/ missed or canceled sessions) and that the same monthly investment applies regardless of sessions trained during the month.

5. **CANCELLATION.** (a) You may cancel this contract by sending notice of your wish to cancel to the center before midnight on the third business day after you sign the contract. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following: 725-A Chapin Rd. Within thirty days of receipt of this notice, the center shall return any payments made and any note or other evidence of indebtedness. If you use the seller's facilities or services, the center may deduct a reasonable fee from the payments being returned based on the actual fee paid divided on a pro rata share by the number of days used by the customer. (b) In addition, you or your estate may also cancel the contract at any time by written notice to the center at the above address if the following circumstances occur: (1) the customer's death; (2) substantial physical disability, certified by a physician, which makes it permanently impossible for the customer to use the center's services; (3) the customer's permanent relocation to a residence over fifty miles distant from an outlet operated by the center, if the center is unable to arrange for the customer's use of another center with equivalent major facilities and services. The center requires presentation of information to substantiate that one of these circumstances has occurred. (c) The right of cancellation shall affect only the financial obligations under the contract and the customer's right to use the center's physical fitness services. MTM requires a 30 day notice to cancel.

6. **LEE GUARANTEE.** Membership fees may be modified from time to time by PFI Group LLC dba Flex Squad Fitness. However, no membership fee change will be applicable to Client during the initial term of this Contract but will be effective for any renewal periods or the month following the expiration of the promotional period specified.

7. **DEFAULT/REMEDIES.** Client will be charged a service fee of \$20 for each declined credit card or EFT/ACH payment. Any monthly payment which is received more than ten (10) days after the due date or agreed draft date shall be subject to a late charge of \$10.00, for the added administrative costs associated with same. Any payment that remains unpaid for thirty (30) days shall be entitled to PFI Group LLC dba Flex Squad Fitness to terminate the membership, to suspend some or all membership privileges, and/or to take other actions permitted by law or in equity. Closing of account, insufficient funds or any other action which prevents the automatic charge for Client's monthly dues, if applicable, will be a material breach of this Contract. Client agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred after a material breach of this Contract.

8. **FORCE MAJEURE.** PFI Group LLC dba Flex Squad Fitness will not be held liable for any failure to perform its obligations under this agreement where such breach is due to any of the following: acts of regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other cause beyond the control of PFI Group LLC dba Flex Squad Fitness.

9. **RULES AND REGULATIONS.** I acknowledge that PFI Group LLC dba Flex Squad Fitness operates under rules and regulations established for the safety, comfort and protection of members or other patrons and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by PFI Group LLC dba Flex Squad Fitness. Rules and regulations of Flex Squad Fitness, in effect from time-to-time, are incorporated into this Contract by reference and made a part hereof. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of PFI Group LLC dba Flex Squad Fitness, and I accept such reasonable changes as a condition of membership.

10. **GENERAL PROVISIONS.** This agreement is a legally binding contract. This agreement includes the terms, and the rules and regulations set forth above. Client understands that this Contract may be amended, modified or rescinded, or any rights hereunder waived, only by written agreement signed by Client and PFI Group LLC dba Flex Squad Fitness. If any term or provision of this Contract is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this Contract shall fully remain in full force and effect permitted by law. Do not sign this agreement before you read it. Do not sign this agreement before you have received and read a copy of the rules and regulations in effect at the time of execution. You are entitled to an exact copy of the paper you sign. I certify that I have fully read this membership agreement and that I have received and read a copy of the rules and regulations.

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CLIENT SIGNATURE

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PRINT NAME

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DATE

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PARENT/RESPONSIBLE PARTY (IF CLIENT IS UNDER 18)

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PRINT NAME

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DATE