



www.10fitness.com

- Club #:
- 0010 - Little Rock - Rodney Parham
 - 7010 - Little Rock - University
 - 0011 - Bryant
 - 0112 - Maumelle
 - 1010 - North Little Rock
 - 1014 - Conway
 - 7310 - West Conway
 - 1015 - Jonesboro

Membership Agreement

Office Use Only	
Transaction Number	_____
Payment Method	_____

Membership # _____ Date: ____/____/____

First Name	Middle Initial	Last Name	
Address	City	State	Zip
Home Phone	Cell Phone	Work Phone	Emergency Phone
Birth Date	Gender	Barcode Number	E-Mail Address
Employer	Occupation	How did you hear about us?	

BASIC

Would you prefer ___ \$49 joining fee or ___ 12-month Commitment

You Pay (plus tax):

- \$10 Monthly Dues
- \$39 Annual Fee Due 30 days after joining and on the same date every year thereafter.

You Get:

- Unlimited Access to the 10 Fitness location you joined
- Fitness Assessment

1. Joining Fee: \$ _____

2. 1st Month: \$ _____

PREMIUM

Would you prefer ___ \$49 joining fee or ___ 12-month Commitment

You Pay (plus tax):

- \$20 Monthly Dues
- \$39 Annual Fee Due 30 days after joining and on the same date every year thereafter.

You Get:

- Unlimited Access to all 10 Fitness Locations
- Unlimited Group Exercise Classes (Available at Conway, Jonesboro, North Little Rock, Maumelle, Rodney Parham, and University locations)
- Fitness Assessment
- VIP Guest Privileges
- Unlimited Tanning (Must be 18 or older)
- Unlimited Use of Massage Chairs
- 20% Off Drinks and Supplements

3. Other: \$ _____

4. Subtotal: \$ _____

5. Sales Tax: \$ _____

6. Total: \$ _____

By submitting this agreement, you have authorized the club to bill your bank account or credit card for your monthly dues and annual fees, plus applicable sales tax. A service charge will be applied for each month your dues are returned uncollectible. Your first monthly dues will be drafted on the ____ day of _____, 20____ (month and year) and will be drafted on the same day of each month thereafter. By submitting this Agreement, you have authorized the club to send you text messages to the above cell phone number provided by the Member.

VIP Guest Privileges: Allows Premium Members to bring 1 guest per visit. The Premium Member must check in at the front desk with the guest and be present while the guest is at the club. Guests must be at least 13 years old. Guests between the ages of 13 and 15 years of age must be accompanied at all times by their parent or legal guardian. Guests have access to the fitness equipment and locker rooms, but may not Tan, take a group exercise class, use Kids Club, or use a Personal Trainer. Guests are subject to all club rules.

Membership Changes: Member may upgrade or downgrade at any time. There is no fee to upgrade from a Basic 12 month to a Premium 12 month. Members that wish to downgrade from a Premium 12 month to a Basic 12 month before the 12 month term has been fulfilled can do so by paying a downgrade fee of \$49. After the 12 month term has been fulfilled the member may downgrade to a Basic at no cost.

Cancellations. Memberships where a joining fee was paid may be cancelled at any time by filling out a cancellation form at any 10 Fitness at least three business days before the draft date and paying any past due balance.

12 Month Membership members are committing to a minimum of 12 months of maintaining their membership, then will continued to be billed on a month-to-month basis after the initial 12 month membership has expired. After 12 months, the member can cancel any time by filling out a cancellation form at any 10 Fitness at least three business days before the draft date and paying any past due balance. 12 Month Membership members who have not fulfilled their 12 month commitment, and who do not fall under the Arkansas Cancellation Statutes on the back of the agreement, may cancel by paying a cancellation fee of \$49 in addition to any past due balance and filling out a cancellation form at any 10 Fitness at least three business days before their next draft date.

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.



I/We hereby request the privilege of paying to ABC Financial Services, Inc ("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 _____

PLEASE ATTACH A VOID OR BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT**REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS**

- (Name as shown on account)
- American Express MasterCard Visa Discover Diners Club

Credit Card Acct. # _____ Exp. Date ____/____/____

Checking Acct. Savings Acct. _____

BANK NAME _____

ROUTING NUMBER (9 Digits) _____

ACCOUNT NUMBER _____

Subject to the following conditions:

- (1) The items shall be drawn on or about the date or dates of the Payment Schedule. The transactions on your bank statement will constitute receipts for payment on your account.
- (2) If the regular payments set forth on the Payment Schedule 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.
- (3) 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.
- (4) The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
- (5) If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Schedule).
- (6) A service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payment become past due.
- (7) This preauthorization payment arrangement shall apply to the following Applicant(s):

Date _____

Account Holder Signature _____

Club Representative _____

Customer Signature _____

Parent/Legal Guardian (If Customer is under 18) _____

TERMS AND CONDITIONS OF MEMBERSHIP

PHYSICAL CONDITION. I certify to 10 Fitness that I am in good physical condition. I have no physical impairment or disability that would prevent me from, or would be adversely affected by, using facilities, equipment, or physical conditioning programs. I recognize that neither 10 Fitness, nor its management, nor its employees are licensed medical practitioners. I acknowledge that neither 10 Fitness, nor its management, nor any of its employees have made any statements to me as to medical treatment. I also acknowledge that they do not have the authority to make these types of statements.

RELEASE AND WAIVER OF LIABILITY. I understand and acknowledge that weight, cardiovascular, aerobic training, cross-training, fitness classes and related activities can be hazardous and can result in injuries. I assume all risk of injury or damage of any kind incurred or suffered while on the premises and additionally assume all risk of injury or damage of any kind that may develop or be discovered after leaving the premises. I assume the extra risk of exercising and using the facility without staff present and I understand that my selection of exercise programs and types of equipment will be my sole responsibility. I agree to **RELEASE, DISCHARGE AND AGREE NOT TO SUE 10 Fitness, 10 Fitness Express, their owners, employees, agents, instructors, or independent contractors for any claim, loss, damages or cause of action which I may have as a result of injuries, health conditions or damages sustained while on the premises or injuries, health conditions or damages that may develop or be discovered after leaving the premises. I agree this RELEASE, DISCHARGE AND AGREEMENT NOT TO SUE applies whether or not the injuries, health conditions, or damages are caused by the negligence of 10 Fitness, 10 Fitness Express, or their members, owners, employees, agents, instructors, or independent contractors.**

MEMBERSHIP RIGHTS: Membership to 10 Fitness and to 10 Fitness Express gives the member the right to use exercise equipment, group exercise classes, childcare services, locker rooms, and personal training services subject to the terms of this Agreement. Personal Trainers who are independent contractors and not employees of 10 Fitness are not allowed to engage in personal training at 10 Fitness or 10 Fitness Express facilities.

ARKANSAS CANCELLATION STATUTES

- Contracts for health spa services may be cancelled within three (3) business days after the date of receipt by the buyer of a copy of the contract by written notice to the seller at the address specified in the contract. The notice must be accompanied by the contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to the buyer. All moneys paid pursuant to the contract shall be refunded within thirty (30) days of receipt of the notice of cancellation.
- The buyer may also cancel after three (3) days if the buyer:
 - becomes totally and permanently physically disabled.
 - moves his or her residence to a location more than fifty (50) miles from a health club operated by the seller or a substantially similar health club facility which would accept the seller's obligation under the contract.
 - or after the services are no longer available as provided in the contract because of the seller's permanent discontinuance of operation.
 - The health spa shall have the right to require and verify reasonable evidence of permanent physical relocation, permanent physical disability, or death. In the case of permanent disability, the health spa may also require in the contract that the buyer submit to a physical examination by a doctor agreeable to the buyer and the health club.
 - All moneys paid pursuant to any contract cancelled for the reasons contained in this section shall be refunded within thirty (30) days of receipt of the notice of cancellation; provided, however, that the seller may retain the benefits conferred and that portion of the total price representing the services used or completed, and further provided that the seller may receive the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller receive more than the full contract price from the buyer except for goods and services consumed by the buyer separate from the contract. If the buyer has executed any credit or loan agreement to pay for all or part of health spa services, then the credit or loan agreement executed by the buyer shall also be returned within thirty (30) days.

CONDITIONS FOR CANCELLATION

- Member may cancel within three business days from the date the membership agreement was signed by completing the Membership Cancellation Form at 10 Fitness and all prepaid fees shall be refunded within 30 days.
- Member may cancel any membership by filling out the Membership Cancellation Form at any 10 Fitness location. Member is responsible for any past due balance and any payments that fall within 3 business days of 10 Fitness receiving their completed Membership Cancellation Form.
- A \$49 Early Cancellation Fee will be applied to any 12 month Membership Members who wish to cancel before their 12 month has been completed and do not fall under the Arkansas Cancellation Statutes listed above. The \$49 cancellation fee will be waived on Members who provide proof of a move over 30 miles from any 10 Fitness location, via a current utility or lease for their new residence.
- All cancellation notices must be made by the Member completing the Membership Cancellation Form in full. If Member cancels membership after three business days, any enrollment fees or other payments already collected will be forfeited.

RULES

- Members must be at least 13 years old. Children under 13 are allowed in Kids Club, but not in the other parts of the facility. Members between the ages of 13 and 15 years old, inclusive, are not allowed to use the exercise equipment, or otherwise use 10 Fitness facilities, unless accompanied at all times by their parent or legal guardian, who must also be a Member of 10 Fitness.
- Members must enter and exit the building through the main entrance. Membership cards must be scanned each time Members enter the club. The card is for the sole use by the Member to which the card was originally issued. Unauthorized use of the membership card will result in termination of membership.
- Damage to club property will be paid for by any Member who willfully or neglectfully causes such damage. Members are responsible for damage incurred by dependent children.
- All members use the facilities at their own risk. The club is not responsible for any injuries sustained while using the facilities.
- Proper etiquette, language, and courtesy are to be observed at all times. Dropping weights is strictly prohibited. Management reserves the right to ask members to leave the club premises if proper conduct is not being observed. Management also reserves the right to terminate the membership of any Member whose conduct is deemed inappropriate by the manager.
- Proper athletic footwear must be worn at all times. Proper attire must be worn at all times for the exercises or activities being performed. Men must wear shirts at all times.
- Inquiries regarding lost articles should be made at the front desk. Any items that are found should be returned to the front desk. 10 Fitness is not responsible for lost, damaged, or stolen items.
- Lockers are for day use only. Locks that are left overnight will be clipped and the contents will be donated to a local non-profit organization.
- The rules may change from time to time as determined by 10 Fitness.
- Members may not train others or be trained by anyone other than a Personal Trainer who is employed by 10 Fitness.

ADDITIONAL PROVISIONS FOR USE OF 10 FITNESS EXPRESS LOCATIONS:

I wish to have keycard access to 10 Fitness Express non-staffed locations. In order to induce 10 Fitness to provide keycard access to 10 Fitness Express, I agree to the following additional membership rules with respect to any non-staffed facility:

I will not (a) enter without my keycard, (b) open the door to allow any person in, (c) bring a guest, (d) provide or receive personal training services, or (e) operate panic alarms except in case of emergency.

I will (a) immediately report to 10 Fitness any lost or stolen keycard, (b) be responsible for understanding how to safely operate equipment and panic alarms without help from staff, and (c) otherwise comply with all 10 Fitness rules and regulations.

DEFAULT AND LATE PAYMENTS. 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, Inc., reserves the right to draft via eft all amounts owed by the Member including any and all late fees and service fees. Reactivating a membership that has been cancelled by the member will require payment of a new joining fee plus sales tax. Reactivating a membership that has been cancelled by the club due to an unpaid balance will require the payment of the unpaid balance or a new joining fee plus sales tax, whichever is less.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

TANNING WAIVER DANGER – ULTRAVIOLET RADIATION

- Follow instructions.

- You must be at least 18 years old.
- Avoid overexposure. As with natural sunlight, overexposure can cause eye and skin injury and allergic reactions.
- **REPEATED EXPOSURE MAY CAUSE PREMATURE AGING OF THE SKIN AND SKIN CANCER.**
- **MEMBER MUST WEAR PROTECTIVE EYEWEAR.**
- **FAILURE TO USE PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR LONG TERM INJURY TO THE EYES.**

- Medications or cosmetics may increase your sensitivity to the ultraviolet radiation. Consult a physician before using sunlamp or tanning equipment if you are using medications or have a history of skin problems or believe yourself to be especially sensitive to sunlight.

- If you do not tan in the sun, you are unlikely to tan from the use of this product.

- Consumers should report to the agency any injury for which medical attention was sought or obtained resulting from the use of registered tanning equipment. This report should be made within five working days after the occurrence.

Prior to initial exposure, Member was given the opportunity to read the warning above. Member believes to the best of their knowledge that the information contained is fully understood.

Member affirms, acknowledges and attests that Member's mailing address, 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 10 Fitness and ABC Financial Services, Inc., including its agents and affiliates, may contact Member at any mailing address, phone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to 10 Fitness and/or ABC Financial Services, Inc.