



www.10fitness.com

- Club #:
- 0010 - Little Rock - Rodney Parham
  - 7010 - Little Rock - University
  - 1036 - Little Rock - Downtown
  - 0011 - Bryant
  - 0112 - Maumelle
  - 1010 - North Little Rock

### Membership Agreement

- 1014 - Conway
- 7310 - West Conway
- 1015 - Jonesboro
- 1013 - Cabot
- 1048 - Searcy
- 1086 - Paragould

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? \_\_\_\_\_

## Membership Privileges, Notices, Disclosures & Agreements

MEMBERSHIP TYPE: \_\_\_\_\_

- 1. **Joining Fee:** \$ \_\_\_\_\_
- 2. **1st Month:** \$ \_\_\_\_\_
- 3. **Other:** \$ \_\_\_\_\_
- 4. **Subtotal:** \$ \_\_\_\_\_
- 5. **Sales Tax:** \$ \_\_\_\_\_
- 6. **Total:** \$ \_\_\_\_\_

<b>1st Pay. Schedule : DUES</b>		
Minimum Number of Payments	Monthly Payment Amount	Payment Due Date
	\$ _____	
<b>2nd Pay. Schedule :</b>		
Minimum Number of Payments	Monthly Payment Amount	Payment Due Date
	\$ _____	

By submitting this agreement, you have authorized the club to bill your bank account or credit card for your monthly dues, 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.

If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership-related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified mail to the address listed above.

I also understand that the Alternative Payment Account designated below may be used by 10 Fitness to bill for any retail transactions and/or online purchases initiated by me. If at any time 10 Fitness is unable to successfully bill the Primary Payment Account for any fee or other obligation mentioned below, I further understand that 10 Fitness may re-submit the fee to the Primary Payment Account and/or bill the Alternative Payment Account for any fee or obligation (including service charges), or any portion thereof. I agree that transfers of partial payments of an overdue balance are authorized. This authorization will remain in full force and effect until all of my obligations are paid in full under this agreement. I understand that the amounts debited from my account may vary each month based on additional amounts owed to us in accordance with the terms of this agreement. I confirm that I am authorized under the terms of the applicable agreement with my financial institution to use the accounts designated below for the purchase of goods and services from 10 Fitness and agree to comply with my financial institution's requirements at all times while this authorization is in effect.

**VIP Guest Privileges:** Allows Premium and Level 10 Members to bring 1 guest per visit during staffed hours only. 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.

**Cancellations.** Members may cancel their memberships at any time by filling out a cancellation form at least three business days before the draft date and paying any past due balance. Members will have access to the facility for 30 days following their final monthly payment.

**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.

<p>I/We hereby request the privilege of paying to ABC Financial Services, LLC ("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 _____</p>	<p>PLEASE ATTACH A VOID OR BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT</p>	<p><b>REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS</b></p>
	<p>PRIMARY PAYMENT ACCOUNT</p> <p>NAME ON ACCOUNT: _____</p> <p>BANK/CREDIT CARD #: _____</p> <p>ROUTING #: _____ EXPIRATION DATE: _____</p>	
<p><small>Subject to the following conditions:</small></p> <p>(1) The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.</p> <p>(2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.</p> <p>(3) If the regular payments set forth in the Membership Agreement 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 You have made.</p> <p>(4) 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.</p> <p>(5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.</p> <p>(6) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.</p> <p>(7) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee for the amount set forth in the Membership Agreement will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.</p> <p>(8) By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.</p> <p>(9) This preauthorization payment arrangement shall apply to the following Applicant(s): _____</p>		
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.
- Members may cancel their membership at any time by filling out a cancellation form at any 10 Fitness. Cancellations will take effect 3 days after signing 10 Fitness cancellation form as long as the membership is not past due and is in good standing. Member is responsible for any past due balance and any payment that falls within 3 days of 10 Fitness receiving their completed Membership Cancellation Form.
- Members may use the facility for 30 days following their final payment.
- 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 under 18 years of age may not use the tanning equipment.
- 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 AND 10 FITNESS EXPRESS NON-STAFFED LOCATIONS:

I wish to have access to 10 Fitness and 10 Fitness Express locations during non-staffed hours. In order to induce 10 Fitness and 10 Fitness Express to provide access to 10 Fitness and 10 Fitness Express during non-staffed hours, I agree to the following additional membership rules with respect to any times that are non-staffed:

I will not (a) enter without scanning my barcode (b) open or hold the door open to allow any other person in (c) bring a guest (d) provide personal training services (e) receive personal training services from anyone who is not a trainer employed by 10 Fitness or 10 Fitness Express (f) operate panic alarms except in case of emergency.

I will (a) immediately report to 10 Fitness or 10 Fitness Express any lost or stolen barcode (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 and 10 Fitness Express 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, LLC, 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.

**E-SIGN CONSENT:** Certain laws and regulations may require 10 Fitness and/or ABC Financial Services, LLC, to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that 10 Fitness and/or ABC Financial Services, LLC, may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting 10 Fitness and/or ABC Financial Services, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of 10 Fitness and/or ABC Financial Services, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with 10 Fitness and/or ABC Financial Services, LLC, and to promptly notify 10 Fitness and/or ABC Financial Services, LLC, of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of 10 Fitness and/or ABC Financial Services, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then 10 Fitness and/or ABC Financial Services, LLC, will notify Member following such material modification. By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to 10 Fitness and/or ABC Financial Services, LLC.

**ARBITRATION:** Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be city of club and Arkansas law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Financial Services, LLC.

**MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

**CONTACT:** Member affirms, acknowledges and attests that Member's mailing address, telephone number, cellular 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, LLC, including its agents and affiliates, may contact Member at any mailing address, phone number, cellular telephone 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, LLC.

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**The following is an Arkansas statutory warning. 10 Fitness does not allow members under 18 years of age to use tanning equipment.**

### WARNING STATEMENT

This statement must be read and signed by a parent or legal guardian of any person under eighteen (18) years of age before allowing the initial exposure at this tanning facility.

#### DANGER – ULTRAVIOLET RADIATION WARNING

Follow instructions.

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. 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.

**I have read the above warning and understand what it means before undertaking any tanning equipment exposure.**