

# GOD'S GYM

139 City Hall Avenue, Suite A  
Bowdon, GA 30108  
(770) 258-4331

Club # 03617 Agreement #: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Type: \_\_\_\_\_

**Membership Agreement**

\_\_\_ NEW \_\_\_ RENEWAL \_\_\_ REWRITE

First Name	Last	Middle Initial	Driver's License #
Street Address	City	State	Zip Code
Primary Phone Number	Cell Phone	Birth Date	Gender
In Case of Emergency, Call (Name)			Emergency Phone
Employer	Work Phone	Occupation	
Source	E-Mail Address		

## Members with Access to Club Facility

PRIMARY MEMBER	ADDITIONAL MEMBER	ADDITIONAL MEMBER	ADDITIONAL MEMBER
Gender: _____ DOB: _____	Gender: _____ DOB: _____	Gender: _____ DOB: _____	Gender: _____ DOB: _____
Barcode ID: _____	Barcode ID: _____	Barcode ID: _____	Barcode ID: _____

## Membership Privileges, Notices, Disclosures & Agreements

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

### RENEWAL PROGRAM OPTIONS:

**MONTH TO MONTH AGREEMENT:** The member agrees to make the Scheduled Payments according to the terms set forth by this agreement. This agreement may be cancelled at any time with a 30 day written notice delivered to the club's address, after the first 30 days of membership is completed. The member will be required to make any Scheduled Payments that are due within the 30 day notice to cancel.

**TERM AGREEMENT AUTOMATIC RENEWAL PROGRAM:** Provided the Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew at the rate of \$\_\_\_\_\_, on \_\_\_\_\_. Cancellation of Renewal and/or any additional Payment Schedules set forth by this agreement, will require a 30-day written notice delivered to the club's address. The member will be required to make payments that are due within the 30 day notice to cancel. This agreement has a \_\_\_ month term obligation that must be fulfilled prior to cancellation in order to avoid any early cancellation fees.

**Member Initials:** \_\_\_\_\_

**PAID IN FULL or NON-RENEWAL:** This is a non-transferable membership that will expire on the term obligation date.

- Your Membership begins:** \_\_\_\_\_
- Your Membership expires:** \_\_\_\_\_
- Enrollment Fee or Prepaid Amount:** \_\_\_\_\_
- Total Membership Price:** \_\_\_\_\_
- Amount Paid:** \_\_\_\_\_
- Balance Due:** \_\_\_\_\_

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

**You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex and vice versa. To cancel, send written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail or statutory overnight delivery, return receipt requested.**

You (the buyer) have seven business days to cancel this contract. To cancel, mail or hand deliver a letter to the following address: 139 City Hall Avenue, Suite A, Bowdon, GA 30108. Do not sign this contract if there are any blank spaces above. In the event optional services are offered, be sure that any options you have not selected are lined through or that it is otherwise indicated that you have not selected these options. It is recommended that you send your cancellation notice by registered or certified mail or statutory overnight delivery, return receipt requested, in order to prove that you did cancel. If you do hand deliver your cancellation, be sure to get a signed statement from an official of the spa acknowledging your cancellation. To be effective, your cancellation must be postmarked by midnight, or hand delivered by midnight on \_\_\_\_\_ and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you.

If you should die during the membership term or any renewal term, your estate may cancel the contract. The health spa is entitled to a reasonable predetermined fee in such event, in addition to an amount computed by dividing the total cost of your membership by the total number of months of the membership and multiplying the result by the number of months expired in the membership term. Reasonable proof of death may be required under this paragraph. If a consumer has a history of heart disease, he should consult a physician before joining a spa.

If the member becomes totally and permanently disabled during the membership term, he may cancel his contract and that the health spa is entitled to a reasonable predetermined fee in such event in addition to an amount equal to the value of services made available for use. This amount shall be computed by dividing the total cost of the membership by the total number of months under the membership and multiplying the result by the number of months expired under the membership term. The health spa shall have the right to require and verify reasonable evidence of total and permanent disability. For purposes of this subsection, "total and permanent disability" means a condition which has existed or will exist for more than 45 days and which will prevent the member from using the facility to the same extent as the member used it before commencement of the condition.

If a consumer has a history of heart disease, he should consult a physician before joining a spa.

Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health spa at which the contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

**NOTICE: State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health spa ceases to conduct business. Health spas do not post a bond, and there may be no other protections provided to you should you choose to pay in advance.**

*I, \_\_\_\_\_, have read and understand the policies of God's Gym and agree to be bound by the same and I acknowledge receipt of a copy of this agreement.*

MEMBER SIGNATURE



PLEASE ATTACH A VOID OR BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT  
I/We hereby request the privilege of paying to ABC Fitness Solutions, 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 \_\_\_\_\_

**REQUIRED FOR ALL  
EFT AND CREDIT CARD  
DRAFT ACCOUNTS**

Payment Method: \_\_\_\_\_

BANK NAME	ROUTING NUMBER (9 DIGITS)	ACCOUNT NUMBER	ACCOUNT TYPE	ACCOUNT OWNER
CARD TYPE	ACCOUNT NUMBER	EXPIRATION M/Y	CARD OWNER	

- Subject to the following conditions:
- 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.
  - 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.
  - 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.
  - 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.abcfitness.com](http://www.abcfitness.com) under Terms of Service.
  - The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
  - If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.
  - If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.
  - 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 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.
  - This preauthorization payment arrangement shall apply to the following Applicant(s): \_\_\_\_\_

Date \_\_\_\_\_ Account Holder Signature \_\_\_\_\_

**Relocation Cancellation:** You may cancel this contract if you permanently relocate your primary residence more than 50 miles from God's Gym. You must provide proof of relocation and a 30-day written notice of cancellation sent via certified or registered mail, return receipt requested to ABC Fitness Solutions, PO Box 6800, Sherwood, AR 72124. A \$10 cancellation fee will be charged.

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.

**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 CHARGED 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, ABC Fitness Solutions, LLC, reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law. **NOTE: Members paying monthly dues by E.F.T. are subject to \$5.00 per month increase of monthly dues if E.F.T. payment is stopped or changed. This will not affect any other provisions of this 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.

**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 God's Gym and ABC Fitness Solutions, LLC, including its agents and affiliates, may contact Member at any mailing address, telephone number, cellular telephone number, or e-mail address set forth on the face of this agreement, or subsequently provided by Member to God's Gym and/or ABC Fitness Solutions, 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 in the city of your club location and the state of your club location 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 Fitness Solutions, 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.

**E-SIGN CONSENT:** Certain laws and regulations may require God's Gym and/or ABC Fitness Solutions, 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 God's Gym and/or ABC Fitness Solutions, 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 God's Gym and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of God's Gym and/or ABC Fitness Solutions, 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 God's Gym and/or ABC Fitness Solutions, LLC, and to promptly notify God's Gym and/or ABC Fitness Solutions, 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 God's Gym and/or ABC Fitness Solutions, 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 God's Gym and/or ABC Fitness Solutions, 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 God's Gym and/or ABC Fitness Solutions, LLC.**

Member Initials \_\_\_\_\_

*The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.*

**FOR ALL BILLING INQUIRIES, PLEASE CALL ABC FITNESS SOLUTIONS AT: 1-888-827-9262**

**abcfitness.com**