

Brandon
 1903 West Lumsden Road
 Brandon, FL 33511 (813) 654-6568
 This facility is registered with the State of Florida
 as a Health Studio, Registration #HS00836

Plant City
 1418 S. Evers St.
 Plant City, FL 33566 (813) 717-7773
 This facility is registered with the State of Florida
 as a Health Studio, Registration #HS5210

Membership Agreement 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 this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Member Name: @CONT:Full Name@	Key tag # : @Barcode ID@
Address: @Address@	Membership Type : @Membership Type@
City/State:@City@ / @State@	E-Mail Address: @Email@
Postal Code: @Zipcode@	Date of Birth: @Date of Birth@
Home Phone:@Home Phone@	Emergency Contact: @Emergency Contact@
Cell Phone: @CellPhone@	Emergency Phone: @Emergency Phone@
Work Phone: @Work Phone@	Employer: @Employer@
Buyer's Name (other than member): @CONT:Billing Name@	Source: @Source@
Address: @Custom Text 4@	Buyers Home Phone: @Custom Text 6@
City/State/Zip:@Custom Text 5@	Buyers Alternate Phone: @Custom Text 7@

It is agreed by and between ACA Brandon Inc and/or D&G Athletic Club Inc. DBA **Fitness For 10** (FF10) and you, the undersigned Buyer (individually, if you are the Member, and/or as agent or guardian of the Member or responsible party), that you are purchasing a membership from **Fitness For10** according to the terms of this Membership Agreement and the current Membership Policies and Club Rules and Regulations ("Agreement").

Monthly Membership: @CONT:Total Dues@
Prepaid Membership: @CONT:Total Downpayment@
Membership Counselor: @CONT:Salesperson Name@

Effective Date: @CONT:Effective Date@
Expiration Date: @CONT:Expiration Date@

Annual Club Improvement Fee - I/we agree to pay \$ @Custom Text 10@ On or about @Custom Text 11@ and for every subsequent year that I/we remain a member.

All Membership Fees are Subject to Applicable State Sales Tax

***Your membership is subject to an increase by as much as ten percent per year.**

@CONT:TermWRollover@

Remaining balance due by : @Custom Date 1@

The Monthly Dues Membership will be billed each month through Electronic Funds Transfer (EFT*). In addition to the grounds for termination as provided herein, you may terminate the Monthly Dues Membership at any time by **mailing certified, or hand-delivering Fitness For 10 a 60-day written notice.** After the receipt of the termination notice, you will be billed for two months of membership. Any prepaid dues or dues processed prior to your effective date of cancellation are non-refundable. Members are responsible for any back dues, late fees and bank charges prior to cancellation.

Buyer's Signature (must be 18 yrs. of age): @Cont:Signature1@

Date: @CONT:Sale Date@

Member's Signature (if different from Buyer): @Cont:Signature2@

Date: @CONT:Sale Date@

I understand that I have signed hereunder a contract/note which may be processed and collected by a third party and that any future involvement I may have regarding the billing of this contract will be submitted directly in writing at the address listed on this document or such address and/or phone number that is provided to me. My failure to regularly attend and utilize any or all of the facilities does not relieve me of my obligation to pay the installment note in full, regardless of the circumstances. I understand that, except as herein provided,my membership is cancellable with a 60 day written notice. Should I default, I agree to pay all costs of collection, including but not limited to collection agency fees, court costs, and reasonable attorney's fees,all of which may be paid or incurred by the holder of this note.

For VALUE RECEIVED, I/We, or either of us Promise to Pay to the Order of Fitness For 10 or its assigns the installment of @CONT:Recurring Dues Total@ due on the @CONT:DuesBillingCycle@ day of each month beginning @CONT:Dues First Due Date@ and each month until such time I comply with a 60 day written notice and all terms regarding such notice.

Notice To Purchaser: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.

Buyer's Signature (Must be 18 years of age): @Cont:Signature1@

Date: @CONT:Sale Date@

Member's Signature (if different from Buyer): @Cont:Signature2@

Date: @CONT:Sale Date@

Should you (the Buyer) choose to pay for more than one (1) month of this agreement in advance, be aware that you are paying for future services. You may be risking loss of your money in the event this health studio and/or this business location ceases to operate. This health studio is not required by Florida law to provide any security, and there may not be other protections provided to you should you choose to pay in advance.

You the buyer may cancel this agreement penalty free within 3 days after the date of the agreement, excluding weekends or holidays. Such cancellation must be in writing and sent certified mail to Fitness For 10 at the address below. If mailed, such cancellation must be postmarked by the aforementioned time. A refund shall be issued within 30 days after receipt of the notice of cancellation made within a 3 day provision .

Cancel ability and Transferability:This membership is not negotiable, transferable or cancelable except as otherwise provided herein.

Fitness For 10 Request for Electronic Funds Transfer

As a convenience to me, I authorize my Bank to make payment to Fitness For 10. I agree that treatment of such payment shall be the same as if it were signed personally by me. Payment shall be made via the following method. I agree to pay a fee of \$20.00, and when applicable, a late charge as well as any other charges allowed by law for any EFT, credit card charge or statement billing not honored by my bank or credit card company.

Form of Payment: @CONT:Form of Payment@

Name on Account: @Billing Name@

Bank Name: @Bank Name@

Bank Route #: @Bank Route #@

Credit Card #: @Credit Card #@

Credit Card Expires: @Credit Card Expiration@

Type of Acct: @Bank Account Type@

Bank Acct #: @Bank Account@

I understand that I am in full control of my account and I may cancel my EFT authorization by written notification to Fitness For 10 at the address below. I understand that cancellation of EFT authorization in no way relieves me of my obligation to fulfill all contractual terms.

Member's/Buyer's Signature (if different from Buyer) @Cont:Signature1 @ Date: @CONT:Sale Date@

Member Services – Fitness For 10 Florida Headquarters 1903 W. Lumsden Rd. Brandon FL. 33511

Disclaimer Release and waiver of liability and indemnity: Fitness For 10 urges all members to obtain a physical examination from their physicians prior to exercise. You hereby acknowledge and agree that Member's use of Fitness For 10 facilities, services, equipment or premises, involves risks of injury to persons and property, including those described below and Member assumes full responsibility for such risks. In consideration of being permitted to enter any facility of Fitness For 10 for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Member agrees to the following: Member hereby releases and holds Fitness For 10, its directors, officers, employees and agents harmless from all liability to Member and Member's personal representatives, assigns, heirs, and next of kin for any loss or damage and forever gives up any claim or demands therefore on account of injury to Member's person property including injury leading to the death of Member, whether caused by the active or passive negligence of Fitness For 10 or otherwise to the fullest extent permitted by law while Member is in, upon or about the premises or using any Fitness For 10 facilities, services or equipment. Member also hereby agrees to indemnify Fitness For 10 from any loss, liability, damage or cost Fitness For 10 may incur due to the presence of Member in, upon or about Fitness For 10 premises or in any way observing or using any facilities or equipment of Fitness For 10 whether caused by the negligence of Member or otherwise. You represent (a) that Member is in good physical condition and has no disability, illness or other condition that could prevent Member from exercising without injury or impairment of health and (b) that Member has consulted a physician concerning an exercise program that will not risk injury to Member or impairment of Member's health. Such risk of injury includes (but is not limited to): injuries arising from use by Member or others of exercise equipment and machines; injuries arising from participation by Member or others in supervised or unsupervised activities or programs at a club; injuries and medical disorders arising from exercising at a club such as heart attacks, strokes, heat stress, sprains, broken bones and torn muscles and ligaments among others; and accidental injuries occurring anywhere in Club dressing rooms, showers and other facilities. Member further expressly agrees that the foregoing release waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid it is agreed that the balance shall not withstanding, continue in full force and effect. Member has read this release and waiver of liability and indemnity clause and agrees that no oral representations, statements or inducement apart from this Agreement have been made.

Notice: Any holder of this consumer contract is subject to all claims and defenses which the debtor could assert against the seller of goods for services obtained pursuant hereto or with proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor or hereunder.

Jurisdiction: To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of Florida and to the application of Florida law. **Entire Agreement:** The member and Fitness For10 acknowledge that this Agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.

Buyers Rights: Death or Disability : If the member dies or becomes physically unable to avail (s)he of a substantial portion of those services which were used from the commencement of the contract and acceptable written proof of such death or physical disability (a physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice) is received by certified mail by Fitness For 10 at the address above, (s)he and his/her estate shall be relieved from the obligation of making payment for training other than that received prior to death or the onset of disability, and that if (s)he has prepaid any sum for training, that amount shall be promptly refunded.

The member may cancel the contract if Fitness For 10 goes out of business and fails to provide equal facilities at no additional cost within 5 miles of, or if its facilities move more than 5 miles from the address in which you enrolled, upon written notice by the Member (with refund of this contract in an amount computed by dividing the total price by the number of weeks in the contract term and

multiplying the result by the number of weeks remaining in the contract term). Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. If the health studio wishes to enforce such contract after receipt of such showing, it may request the department to determine the sufficiency of the showing. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises: (A) Upon sale, for not more than 14 days; or (b) During ownership, for not more than 7 consecutive days and not more than 2 periods of 7 consecutive days in any calendar year. The member should contact the Florida Department of Agriculture and Consumer Services within 60 days if Fitness For 10 goes out of business.

Tanning Liability Release: Precautions: A) A person who uses a tanning device in this tanning facility must use eye protection. B) If eye protection is not worn, use of tanning device may cause damage to the eyes. C) Over exposure to the ultraviolet radiation produced by a tanning device may cause irritation to skin or burns. D) Repeated exposure to the ultraviolet radiation may cause premature aging of the skin, and skin cancer. E) Abnormal skin sensitivity to ultraviolet radiation or burning may be caused by certain foods, cosmetics, or medication, including the following: Tranquilizers, Diuretics, Antibiotics, High blood pressure medications, Birth control medications, and other photosensitizing agents. F) An individual who is taking a prescription drug over-the-counter drug should consult a physician before using a tanning device. G) A person who is less than (18) years of age may not use a tanning device unless the parent or guardian has signed the written statement and Release of Liability. I agree that I will comply with all instructions of the use of the UV system and that I am using these devices at my own risk. I agree to hold harmless Fitness For 10 and its employees and agents for any injury to persons or property in any way by the use of its premises and services. By signing this membership agreement I am acknowledging that I have read and understand the above.

freezing membership: Any active membership in good standing may be placed on an inactive status (frozen). If it is a Monthly Dues Membership, the member must give Fitness For 10 written notice 30 days prior to the next billing date, and during the frozen period, the member will be billed at a reduced rate of **\$10.00** per month or **50% of mo. dues, whichever is less**. If it is a Paid In Full membership, upon written notice by the member and payment of a \$10.00 monthly fee, the membership may be frozen for a maximum of 6 months.

Fitness For 10 may assign this Agreement, including Member's payment obligation herein. Any EFT Membership may be transferred by Member to anyone over 18 years of age provided that all payments under the Agreement are current at the time of transfer. The new Member (transferee) must sign a new agreement and pay Fitness For 10 a \$50.00 processing fee.

Member/Buyer acknowledges that member/buyer has read the terms and conditions set forth herein and accepts this agreement as a legal and binding contract Member/Buyer is of legal age and capacity and is willfully entering into this agreement.

RULES, REGULATIONS AND CONDITIONS OF MEMBERSHIP

Membership is a privilege and will carry no right of participation in management or control of the finances of FITNESS FOR 10.

FITNESS FOR 10 is not obligated to repurchase any memberships.

Memberships may not be advertised publicly for sale using any form of media inside or outside the club.

Failure to utilize FITNESS FOR 10 facilities does not relieve Member of the obligation to pay this membership in full.

FITNESS FOR 10 reserves the right to discontinue any program, service or amenity at anytime.

All personal trainers must be authorized and approved by FITNESS FOR 10; private personal/professional training by members and or guest is strictly prohibited with any individual who is not contracted with the club.

Rules and regulations as set forth are part of the Membership Agreement and Member is obligated to observe and comply with them. FITNESS FOR 10 may make reasonable changes from time to time. Said changes shall be posted on the premises.

Hours: Facility hours of operation are subject to change. Holidays, special occasions, or extraordinary maintenance are the discretion of management.

Registration: All members, upon entering FITNESS FOR 10 are required to show their membership card and register at the reception desk. Guests are welcome and must be registered and fees paid at the reception desk. Lost membership card charge is \$10.00.

Warranty of physical fitness: The member warrants that (s)he is in good physical condition and has no disability, impairment or ailment, which would be adversely affected by participation in a physical conditioning program or by use of Fitness For 10's facilities or services.

Clothing Requirements & Basic Club Etiquette: Shirts, athletic shoes and appropriate exercise clothing (i.e. shorts, tee-shirt, sweats, and leotards) are required in exercise areas. No jeans or open toed shoes. Members must wipe down the equipment after use. Members are required to replace all free weight equipment, medicine balls, exercise balls, jump ropes, ladders, cones etc. "Be courteous to other members."

Damage to or maintenance of the facilities: Should the facility be unavailable for Member's use due to damage by fire, act of God, catastrophe, accident, construction, or extraordinary maintenance, the membership term for each member shall be extended for a period of time equal to the time of such unavailability.

Violations Of Rules and Regulations: In the event a Member violates any of the rules, regulations and conditions of membership herein contained or posted on FITNESS FOR 10 premises, FITNESS FOR 10 may terminate your membership immediately. If the terminated Member has prepaid any sum for services all funds will be forfeited.

Retention Of Dues To Cover Damages: In the event a Member, through negligence or willfulness, damages any of the facilities, FITNESS FOR 10 may terminate the membership and retain as much of the prepaid sum as is allocable to services he has taken and to cover damages caused by the Member. The processing fee shall not be refundable or applicable to cover damages. This provision does not in any way preclude FITNESS FOR 10 from seeking damages beyond the amount of the prepaid sum, nor is FITNESS FOR 10 precluded from seeking damages without terminating membership.

Default In Fee Obligation: All monthly dues obligations are due and payable each month. If dues become 30-days delinquent, use of FF 10 facilities will be suspended. If dues become 90-days delinquent, member will automatically be terminated and, if applicable, the unpaid balance of the initial term will become due and payable. The Member will also be responsible for reasonable attorney fees for collection of a delinquent account. There will be a \$20.00 return item fee for checks, credit cards and automatic drafts.

By tendering this agreement, the person whose signature appears on the document agrees to abide by all Rules and Regulations now in effect and those that become effective at any future date.

1. Abuse of equipment will not be tolerated.
2. Equipment must be replaced after usage.
3. Loud or abusive language is not permitted.
4. No barbells / dumbbells permitted on upholstered benches.
5. FITNESS FOR 10 reserves the right to cut off any lock left on a locker overnight and dispose of all items left inside.

VIP – “Premier Member” Guest Privileges & Rules:

- Must be at least 12 years old
 - All guests under 18 years must be accompanied by a parent/guardian
- All VIP guests must be accompanied by a “Premier Member” at time of visit. Member must stay on premises while their guest is using Fitness For 10

Guests are entitled to **gym access only**

Guests are **not eligible** to tan

- One guest per visit
- Guests are **not eligible** to take group fitness classes or spinning classes. *If available in club

Member's Signature (if different from Buyer) @Cont:Signature1@ Date: @CONT:Sale Date@