

Chalk It Up Strength Membership Agreement

Applicant understands and agrees that the General Terms & Conditions of Membership and Release of Liability are a part of this agreement.

Membership

- I. **Membership Contract:** This Membership Agreement establishes a legal contract between the Member and Chalk It Up Strength, LLC, each as identified in the Membership Agreement.
- II. **Membership Activation:** The Membership Agreement shall be effective only when Chalk It Up Strength, LLC, approves this Agreement; approval is subject to payment of all fees required to purchase a membership.
- III. The contract solely grants the Member the privilege to use and enjoy the facilities of the gym in accordance with the General Terms & Conditions of Membership as they may change from time to time. Club privileges are terminable in accordance with this agreement. Membership does not grant or carry with it in any interest in the property or assets of the gym. Membership does not give any right to members to participate in management of the gym, financial or otherwise. Memberships are not resalable, and non-transferable.
- IV. **Membership Qualification:** Gym policy is to accept applications for membership from any individual 13 years of age or older, without regard to race, color, sex, age, disability, national origin, religion, or sexual orientation. Membership is open to any person, family, business or corporation of good character and responsible credit background as determined by the gym at its sole discretion.
- V. **Waiting List:** If membership has reached the limit set by management, new applications will be reviewed and when approved for membership, may be placed on a waiting list. When a membership is available, the new applicant will be eligible for membership under the General Terms & Conditions and Membership Fees & Dues Structure in effect at that time.
- VI. **Gym Facilities & Services:** The club offers facilities and services such as cardiovascular equipment, strength training equipment, fitness training, and fitness programs. Facilities and services may be modified by management at any time at its sole discretion.
- VII. **Hours of Operation:** Gym operating hours are a minimum of Monday through Friday 9:00 AM to 5:00 PM. Maximum hours of operation will be 6:00 AM till 10 PM, Monday through Sunday. Current hours will be posted on website, as well as on the outside of the building.

Terms of Membership: Depending on type of length of contract, I understand that I am purchasing an ongoing membership that will continue until I terminate my membership by giving 30 days notice in accordance with the General Terms & Conditions of Membership.

Print Name: _____

Signature: _____ Date: _____

Club Management: _____ Date: _____

Categories of Membership: The gym reserves the right to require proof of the Category of Membership requisites, and to change such definitions and requirements at any time, in its sole discretion. The gym may add or eliminate categories of membership at any time. The member agrees to abide by such Rules & Regulations as they exist or may change from time to time in gym's sole discretion. This waiver and agreement applies to any facility under management of Chalk It Up Strength, LLC, including all current and future properties.

- I. Individual Membership: This consists of one person 18 years of age or older. Member's spouse and children are not entitled to the rights and privileges of this category of membership, but may be guests in accordance with the gym's Rules & Regulations.
- II. Law Enforcement/Military/Veteran Membership: This consists of any one person 18 years of age or older, with valid proof of identification of either working with, or retired from either a career in law enforcement or a branch of the United States military.

General Terms & Conditions of Membership

Fees, Dues, & Charges

- I. Payment of Membership Fees: Members must pay the first and last month fee indicated in the Membership Agreement to the gym. This is due at signing of contract. These fees are non-refundable.
- II. Dues: The gym shall determine the amount and terms of payment of dues which are payable by the members. Management reserves the right to increase or modify dues periodically at its sole discretion. THE OBLIGATION TO PAY DUES IS NOT DEPENDENT ON THE AVAILABILITY OF THE GYM'S FACILITIES OR THE FREQUENCY OF USE. Competitions, repair, maintenance of some facilities, an/or other occurrences may make it necessary for the club to restrict the use of one or more of the facilities. The gym reserves the right to make changes to the type, number, or quality of equipment offered. The club will not reduce or suspend dues during the time when the facilities are not available.
- III. Electronic Funds Transfer: Your membership dues, incidental charges, administrative fees and any applicable taxes will be billed to your membership account, and must be paid through an Electronic Funds Transfer ("EFT") program on the date designated by Management. Dues for the month in which you join will be prorated and are due in advance at the time of application along with the other amounts then due. Your membership account is considered due and payable upon receipt. You agree to sign and deliver such further documents as may be necessary to set up the payment of your membership account through EFT. Any change in EFT account information must be received by the 25th of the current month in order to charge the new account and prevent charges to the old account in the following month.
- IV. Charges & Services: Management shall, from time to time, set the fees and terms of payment for charges for goods, services, changes in class of membership and the use of the facility by members and guests.
- V. Taxes: Applicable federal, state and local taxes must be paid in addition to published membership fees, dues, and charges.
- VI. Credit Card Authorization. Management reserves the right to bill the statement balance amount to the Member's credit card listed on file in the event the account becomes more than thirty (30) days past due. Member agrees to and fully authorizes all such charges to credit card account(s) on file. Payments on delinquent accounts apply first to reduce late charges and accrued dues, then to food and beverage charges, then to any other charges. Any fees assessed for untimely payment of any applicable dues, fees or charges will appear on Member's statement, including any charges made to Member's credit card for payment of same. Member agrees to maintain a valid major credit card account on file with the gym at all times.

BILLING: I hereby authorize Chalk It Up Strength, LLC to bill my monthly membership dues, incidental charges, administrative fees and any applicable taxes to my membership account. I understand the gym will bill my membership charges to me on a monthly basis. My signature below authorizes the gym to electronically deduct (“EFT”) the balance of my membership bill. Late payments (current member charges that are 30 or more days past due) are subject to a late payment charge. I further understand that all payments made by me and returned from my bank will result in a service fee charged to my account.

I hereby authorize Chalk It Up Strength, LLC to electronically deduct the balance of my membership bill from the account indicated below:

Credit Card #: _____ Account Holder: _____

Exp. Date: _____ Credit Card Type: _____

Email Address: _____ Phone Number: _____

Termination of Membership

- I. Voluntary Resignation: THE GYM REQUIRES THIRTY DAYS’ PRIOR WRITTEN NOTICE TO RESIGN A MEMBERSHIP. The resigning member(s) must complete and sign a Membership Resignation Form. The member must also surrender all membership cards, and pay any outstanding account balance. The voluntary resignation is not effective until the expiration of the thirty (30) day notification period; and the gym receives the signed and completed Membership Resignation Form, all membership cards and required payments. After the effective date of the voluntary resignation, the member is not subject to further dues.
- II. Waiver of Notice: The gym shall waive the thirty (30) day notification period if the Member becomes unable to use the gym due to death, disability or relocation more than 35 miles from any Club owned or operated by Chalk It Up Strength, LLC. For purposes of the Agreement, “disability” means a condition, which precludes you from physically using the gym’s facilities. The condition must be verified in writing by a physician, which will be furnished on request. The member or his/her representative is still required to complete the Membership Resignation Form, return all membership cards and locker keys, and pay all outstanding charges. The gym reserves the right to require proof of relocation.
- III. Involuntary Termination or Suspension: Membership is a revocable license and may be terminated by management upon notice at any time. The gym reserves the right to suspend or terminate the membership or privileges thereunder of any member with or without cause. Termination with cause would include failure to comply with any general terms and conditions of membership or rules or regulations adopted by the gym, non-payment, or for any other reason that is reasonably determined to be within the best interests of the gym. Any member terminated without cause, at the gym’s sole discretion, will receive a refund of initiation fees paid. The gym may notify the member of such suspension or termination by writing to the member at the last address shown on the records of the gym. The terminated member must promptly return all membership cards to the gym. A suspended or terminated member remains liable for all dues and charges incurred. MANAGEMENT MAY SUSPEND OR TERMINATE THE MEMBERSHIP OF ANY MEMBER WHOSE ACCOUNT IS 60 DAYS IN ARREARS.

Rules & Regulations:

- I. Registration: Members must check in and present their membership card at the Reception Desk each time they use the facility.

- II. Guests: Guests may use the gym after purchasing a guest pass and registering at the Reception Desk. Guests must sign a Day Use Contract upon check in and will be required to follow the Rule & Regulations. Management has to right to refuse service to anyone who doesn't follow these Rules & Regulations.
- III. Accounting and Billing: Statements are sent to members on a monthly basis. Accounts not paid in full by the payment due date are past due and are assessed a late payment charge as liquidated damages because actual damages are difficult to assess. The gym may pursue collection of all amounts due by legal or equitable remedies, and the member agrees to pay all reasonable fees as permitted by law in the collection of such amounts.
- IV. Privacy Policy: All use of personally identifiable information relating to Members, and applicants for membership that is provided to, or otherwise acquired by, the gym shall be used, shared, and stored in accordance with the gym's Privacy Policy. By signing below, Member (or applicant, as applicable) hereby expressly consents to the collection, use, sharing and storage of his/her personally identifiable information in accordance with the Privacy Policy. Members may have access to the personal information of other members, which may be published within the gym with their permission. Members may not solicit based on this information, nor share this information at any time with anyone.
- V. Damages: The member must pay for any damages to gym property caused by the member, member's guest or dependent children.
- VI. Programs: From time to time, the gym provides a venue for various events, seminars, lectures and other activities provided by outside third parties with which the gym has no affiliation. These activities are provided as a service for the general interest and information of the members. The gym does not verify any information, which these outside third parties may provide, nor does it endorse or sponsor any of the providers or products.
- VII. Financial and Legal Responsibility: All adult parties to the membership are jointly and severally liable for all dues, charges and obligations incurred on the membership account. Both adult parties to the membership shall be legally responsible for each Member's acts and omissions, as well as those of such Member's spouse, children, designees and guests. Business memberships in all membership classes shall terminate upon the dissolution, liquidation, or cessation of the legal existence of the business.
- VIII. Cancellation & Division of Membership: Any party may elect to cancel his/her portion of the membership in accordance with the General Terms & Conditions of Membership. In the event that only one (1) of the parties to the membership desires to cancel the membership, the remaining Member will retain the prevailing value of the membership. Should the parties choose to cancel and divide the existing membership, division of the membership will be based on equitable division of the prevailing value of the membership. Under no circumstances will the prevailing value of the membership exceed the initiation fee amount paid to the gym. The gym reserves the right to determine the equitable division and prevailing value of the membership.

Initial: _____

Amendments of General Terms and Conditions of Memberships:

The gym reserves the right to require proof of the Category of Membership requisites, and to change such definitions and requirements at any time, in its sole discretion.

- I. Management may amend the preceding general terms and conditions of membership, including Rules and Regulations, and gym information and guidelines from time to time. Additionally, the Club may adopt or amend other rules, regulations, or policies not herein covered. All Members and guests agree to comply with such rules, regulations, or policies.

Waiver of Claims:

- I. The Member expressly agrees that all use of the Gym's facilities, exercise equipment, exercise

- machines, and any work out areas is undertaken by the Member or guest at his/her sole risk.
- II. The member further agrees that the gym is not liable for any injuries or damages to any member or guest, or the property of any member or guest.
 - III. The member agrees that the gym is not subject to any claim, demand, injury or damages whatsoever, including, without any limitation, those damages resulting from acts of active or passive negligence on the part of the Club, its owners, officers, agents or employees.
 - IV. The member, for himself/herself and on behalf of his/her executors, administrators, heirs, assigns and successors, does hereby expressly forever release and discharge the gym, its owners, officers, employees, agents, assigns and successors from all such claims, demands, injuries, damages, actions or causes of action.
 - V. The member agrees that the gym is not responsible or liable to members or their guests for articles damaged, lost or stolen in or about the gym, or for loss or damage to any property including, but not limited to, automobiles and the contents thereof. Members and guests agree not to store any valuable items in or around the gym.

Release of Liability

I do hereby assume full responsibility for any and all damages, injuries, (including death) or losses that I may sustain, if any, while attending, practicing, participating or witnessing in any Gym exercise program, sport or physical activity occurring in or about the gym premises. I hereby assume full risk, waive any claims, and release and hold the gym, its owners and its employees, individually or otherwise, harmless for any and all claims for injuries or damages. In consideration of my participation in the use of the gym's facilities, I hereby release and covenant not to sue the gym, its owners, shareholders, directors, officers, employees, representatives, agents and lessees from any and all present claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of the gym including, but not limited to, any loss, injury, damage or liability sustained by me while on or about the premises of the gym.

Binding Arbitration:

Membership with Chalk It Up Strength is subject to Binding Arbitration. This agreement to arbitrate constitutes a waiver of any right that you or the gym may have to litigate any Claim in Court with a judge or jury trial. This Agreement is the exclusive method to resolve any claims, dispute or controversies that you and Chalk It Up Strength may have arising out of your Membership.

I have read and fully understand the above release/waiver and fully understand that I have given up substantial rights by signing this waiver voluntarily. I agree to abide by the general terms and conditions of membership.

Receipt of Copy of the Agreement:

I acknowledge that I have received a copy of this Agreement at the time of signing.

Print Name: _____

Signature: _____

Date: _____