

Elite Boxing Fitness Center, LLC
1065 E. Broadway St. Ste 3
Oviedo, FL 32765

MEMBERSHIP AGREEMENT

Electronic Funds Transfer Authorization:

I, {FirstName} {Last Name}, authorize ELITE BOXING FITNESS CENTER, LLC., to transfer electronic funds on a recurring basis from the checking, savings, or credit card account I specified above for my membership dues. This authorization is to remain effective until ELITE BOXING FITNESS CENTER, LLC has collected all charges assessed in connection with the terms and conditions of this MEMBERSHIP AGREEMENT.

I acknowledge and agree that I will maintain membership and pay the dues specified below for a minimum term of MEMBERSHIP AGREEMENT. I acknowledge and agree that I am liable for dues for the entire Membership Term of this MEMBERSHIP AGREEMENT in the amount as stated herein regardless of usage or any change of circumstance.

Registration Fee

I agree to have a one-time, non-refundable Registration Fee of \$100.00 (unless otherwise specified at the initiation of membership) paid by electronic funds transfer from the checking or savings account or automatic transfer from an accepted credit or debit card as specified above. I further understand and agree that this one-time, non-refundable registration fee applies to all new members or if my membership has been inactive for more than 364 calendar days.

Membership Terms of Payment

I, {FirstName} {Last Name}, have chosen to enroll in the following Class(es):

One Month Membership Term

I understand and agree that in addition to my Registration Fee, a non-refundable payment of \$165.00 (unless otherwise specified at the initiation of membership) is due on the enrollment date of {FirstPaymentDueDate}. I further understand and agree that this non-refundable One Month MEMBERSHIP AGREEMENT shall end on {EndDate}. I am responsible for all charges billed or incurred prior to the completion on of this membership term.

Three Months Membership Term

I understand and agree that a non-refundable payment of \$465.00 (unless otherwise specified at the initiation of membership) is due on the enrollment date of {FirstPaymentDueDate}. I further understand and agree that this non-refundable Three Months MEMBERSHIP AGREEMENT shall end on {EndDate}. I am responsible for all charges billed or incurred prior to the completion on of this membership term.

Six Months Membership Term

I understand and agree that the payment cycle will include the first and last month non-refundable payment of \$270.00 (unless otherwise specified at the initiation of membership) which is due on the enrollment date. I further understand and agree that recurring monthly charges in the amount of \$135.00 (unless otherwise specified at the initiation of membership) will be transferred on the same day of each calendar month for a total of four months. Cancellation of Membership must be made in writing or in person thirty (30) business days before your next billing date. If less than (30) business days, you may be billed one more time. I further understand and agree that I am responsible for all charges billed or incurred prior to the cancellation request submission. This non-refundable Six Months MEMBERSHIP may also be paid in full for a total of \$675.00 saving member \$135 (unless otherwise specified at the initiation of membership)

Specials/Promo Membership Term

I understand and agree to the payment cycle discussed at the initiation of membership. I further understand and agree that a recurring monthly charge in the amounts listed under your financial statement, will be transferred on the same day of each calendar month. Cancellation of Membership must be made in writing or in person thirty (30) business days before your next billing date. If less than (30) business days, you may be billed one more time. I further understand and agree that I am responsible for all charges billed or incurred prior to the cancellation request submission.

Personal Training

I understand and agree Personal Training is available upon request and availability. I understand and agree that payments for Personal Training are due at the time of training.

Cancellations and rescheduling must occur within 24 hours to avoid a \$30.00 cancellation / rescheduling fee. All sessions must be redeemed by the same person within 30 days of first visit.

Cancellation Policy

Cancellation of Membership must be made in writing or in person thirty (30) business

days before your next billing date. If less than (30) business days, you will be billed one more time. I further understand and agree that I am responsible for all charges billed or incurred prior to the cancellation request submission. No refunds will be given.

Termination Policy

In addition to any rights and remedies ELITE BOXING FITNESS CENTER, LLC may otherwise terminate this MEMBERSHIP AGREEMENT upon 5 (five) calendar days' written notice if I fail to comply with any of my obligations under this MEMBERSHIP AGREEMENT and do not cure any such failure within 5 (five) calendar days after receiving notice of such failure.

Transfer of Membership and Membership Holds

Membership may be transferred to someone else upon written approval of an ELITE BOXING FITNESS CENTER, LLC staff member.

Six months membership may be placed on a one time HOLD not to Exceed One Month.

NOTE: For special situations and considerations, please speak to the owner of ELITE BOXING FITNESS CENTER, LLC.

Other Fees and Payment Terms

All fees, schedules and rates are subject to change without notice. Changes in fees and rates may be applied upon membership renewal.

I understand and accept that a \$15.00 Service Fee will be added to each DECLINED PAYMENT.

I shall pay a Drop-In Fee of \$20.00 per Class if electronic funds transfer is declined.

Failure to attend the Classes does not relieve me of the obligation to pay the full membership rate for the Class(es) in which I am enrolled in.

If Family Member discount is in place and upon membership cancellation of any Family Member, remaining Family Member(s) fees and rates will be adjusted accordingly upon membership renewal.

Other Terms

1. Members are entitled to the penalty-free cancellation of this contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all moneys paid under the contract, except that the health studio may retain an amount computed by dividing the number complete days in the contract term, or if appropriate, the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within 30 days after receipt of the notice of cancellation.

2. Members are entitled to the cancellation and refund of the contract if the contracting business location of the health studio goes out of business or moves its facilities more than five (5) driving miles and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles at no additional cost to the buyer.

3. That if the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

1. Upon sale, for not more than 14 consecutive days; or

2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year and that a refund will be issued within 30 days after receipt of the notice of cancellation.

4. Members are advised to contact the Florida Department of Agriculture & Consumer Services for information within 60 days should the health studio go out of business.

5. The contract may be cancelled if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The buyer or the buyer's estate seeking relief under this paragraph may be required to provide proof of disability or death. 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 to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation.

6. The initial contract will not exceed 36 months and thereafter shall only be renewable annually. Renewal contracts may not be executed, and the fee therefore paid until 60 days or less before the preceding contract expires.

7. If the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio will provide the buyer with the means of such identification.

8. With respect only to health studios exempt from posting security, the following statement must be included verbatim, in all capital letters, bold print, and at least 10-point font:

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 AND 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.