



FITNESS HUB STUDIOS  
 312 Clematis Street  
 West Palm Beach, FL 33401  
 Phone: 561-408-0885, Fax: 561-408-0875

MEMBER NUMBER: \_\_\_\_\_

**MONTH-TO-MONTH MEMBERSHIP AGREEMENT**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Type: Home      Mobile

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Gender: (Select one) Female      Male      Birthday: \_\_\_\_\_

**EMERGENCY CONTACT**

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**TERMS OF MEMBERSHIP**

I ("Member") agree to pay a membership fee in the amount of \$\_\_\_\_\_.00 (plus 7% tax) monthly ("Membership Fee") beginning on \_\_\_\_\_, 20\_\_ and on the \_\_\_\_\_ day of each month thereafter for one (1) year from the date of this agreement ("End of Term").  
Billing. Member agrees that the Membership Fee will be paid in advance by credit or debit card. Member may authorize Fitness Hub to automatically charge Member's debit/credit card pursuant to a separate authorization. Price Changes. Member understands and agrees that Fitness Hub reserves the right to change the Membership Fee. Member will be given 30 days' notice prior to any increase to their Membership Fee.

Cancellation Policy. Member understands and agrees that this agreement is a month-to-month agreement. Except as otherwise noted herein, this agreement shall remain valid and binding until the End of Term unless and until Member provides thirty days' written notice of their intent to cancel this agreement. Membership will terminate on the date which is thirty days from Fitness Hub's receipt of said written cancellation ("Termination Date"). The Member shall be responsible for Membership Fees up to and until the Termination Date.

Freezing Membership. Member understands and agrees that they may freeze their membership for up to six consecutive months for a fee of \$15.00 per month in lieu of the Membership Fee during the time in which membership is frozen. Any freeze must be for a minimum of one consecutive month. Member must provide ten days' written notice to Fitness Hub of their intent to freeze their membership.

Late Fee/Default. In the event that Member has not paid Membership Fee within seven (7) days from the date in which it is due, Member shall have no access to the Fitness Hub facilities until such time that Member brings any past due amounts current. Any Membership Fee not paid within seven (7) days from the date in which it is due shall result in a \$25.00 late fee due from Member to Fitness Hub. Any failure to pay Membership Fees when due as described herein, any violation of rules and regulations and any other action by Member which Fitness Hub deems, in its reasonable discretion is unacceptable, will result in termination of this agreement.

Modifications. This Agreement constitutes the entire agreement between Fitness Hub and the Member and Member has not relied on

MEMBER INITIALS: \_\_\_\_\_

any verbal representations of Fitness Hub or its agents or employees. No modification of this agreement shall be enforceable unless executed by Member and authorized representative of Fitness Hub.

Photos/Video. Member authorizes Fitness Hub to use photographs or videos of Member taken in the facilities for marketing purposes in print, television, internet and other marketing sources.

#### WAIVER, RELEASE AND INDEMNIFICATION

Member understands and agrees that the use of all Fitness Hub facilities is at Member's risk. Member waives, releases and indemnifies Fitness Hub from any claims by Member or their guests for any injury, damage or loss of life in connection with their membership with Fitness Hub and the use of Fitness Hub facilities.

#### RULES AND REGULATIONS

Fitness Hub maintains rules and regulations related to Membership and use of facilities. Such rules are subject to change at Fitness Hub's sole discretion. Member shall, at all times, comply with all rules and regulations or Fitness Hub may immediately terminate Member's membership without notice.

#### DISCLOSURES

Member has the right to 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 of 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 made within the 3-day provision.

Member has the right to cancel this contract if Fitness Hub's location at the time of this contract goes out of business, or moves its facilities more than 5 driving miles from the location designated herein and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in the contract at no additional cost to the buyer. Notice of intent to cancel by the Member shall be given in writing to the health studio. The notice of cancellation from the consumer terminates 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 the contract after receipt of the notice, it may request the department to determine the sufficiency of the notice.

If the Florida Department of Agriculture and Consumer Services ("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 may not be deemed out of business when temporarily closed for repair and renovation of the premises: (a) upon sale, for not more than 14 consecutive days; or (b) during ownership, for not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year (a refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this item).

The Member should contact the Department for information within 60 days should the health studio go out of business. If the Member 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. To cancel because of a physical disability, Member shall furnish to Fitness Hub a certification of such disability by a physician licensed under chapter 458, chapter 459, chapter 460, or chapter 461 to the extent the diagnosis or treatment of the disability is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.

This Agreement shall not be for a period in excess of 36 months, and thereafter shall only be renewable annually. A renewal contract

MEMBER INITIALS: \_\_\_\_\_

may not be executed and the fee therefor paid until 60 days or less before the previous contract expires.

If Fitness Hub ever requires a Member to furnish identification upon entry to the facility and as a condition of using the services of Fitness Hub, Fitness Hub shall provide the Member with the means of such identification.

SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 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.

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Print Name (Member)

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Print Name (Fitness Hub Representative)

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Member Signature

Date

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Fitness Hub Representative Signature

Date

V1.0 4/22/16