

FITNESS
AUTHORITY MEMBERSHIP AGREEMENT

In consideration of the promises of the undersigned ("Member") and the payment of the membership and other fees provided herein, The Fitness Authority, LLC ("The Fitness Authority"), One Care Street, Suite 520, Portsmouth, NH 03801, hereby grants permission, revocable and terminable as hereinafter provided to Member to the non-exclusive use of the fitness center of The Fitness Authority located at Littleton Commons, 554 Meadow Street, Littleton, NH 03561 (the "Facility"), all on the terms and conditions set forth herein.

1. **TERM:** The Term of this Agreement is month to month beginning on _____ and will remain in full force and effect until The Fitness Authority has received written notification from Member to terminate or The Fitness Authority notifies the Member of its election to terminate this Agreement.

2. **RULES AND REGULATIONS:** The Member shall, at all times, abide by the Rules and Regulations of use posted at the Facility which may be changed from time to time without prior notice by The Fitness Authority and without the consent of Member. The use rights granted herein shall not be assignable by Member in whole or in part and Member shall not permit guests to accompany them at the Facility.

3. **MEMBERSHIP FEES:** The fees which Member agrees to pay to The Fitness Authority for Member's use of the Facility and the equipment located therein for the term of this Agreement are \$ _____ per month (the "Membership Fee"), Initial Enrollment Fee: \$79.00 _____, and Security Card Fee: \$20.00 _____. These fees allow use of the Facility only by Member and do not allow use by guests of Member, temporary or otherwise. The Membership Fee shall be paid by Member in equal consecutive monthly installments each commencing on the 1st day of the month following the date of this Agreement, payable in advance without notice or demand on the 1st day of the month. Fees for the first and last month of this Agreement shall be prorated if necessary. Failure of Member to pay all or any portion of a Membership Fee on or before the due date shall constitute a default by Member under this Agreement and The Fitness Authority shall have the rights provided for herein for such default. Replacement fee for lost access keys \$20.00.

4. **RELEASE OF ALL CLAIMS:** This Release is given by Member in consideration of the access granted to Member by The Fitness Authority, LLC., dba The Fitness Authority to use, for the fees charged, the exercise room and exercise equipment located in the The Fitness Authority in Littleton, New Hampshire. It is expressly agreed that all exercises shall be undertaken at Member's sole risk and that The Fitness Authority, its owners, employees, and agents shall not be liable to member for any claims, demands, actions or causes of action whatsoever, to member and/or members personal property arising out of or connected with the use by Member of the services and facilities of The Fitness Authority. Member acknowledges that The Fitness Authority is a 24 hour key operated facility and that staff may not be on duty at all times. Member acknowledges that it understands and accepts the risks and dangers involved in Member exercising and being present in an exercise room without supervision. Further, Member does hereby release and discharge The Fitness Authority, LLC, its agents, employees, and officers, from any and all claims, losses, demands, actions, judgments, and executions which Member ever had, now has, or may have, or which Member's heirs, executors, administrators or assigns may have, or claim to have, against The Fitness Authority, for all personal injuries, known or unknown, emotional distress, theft or damage to personal property and/or death arising out of, caused by, or related to Member's presence in the exercise room at the Facility and/or Member's use of any or all exercise equipment or other equipment located therein. **Member has read this release and understands all of its terms. Member has executed this release voluntarily and with full knowledge of its significance.**

5. **CANCELLATION:** This Agreement may be cancelled by Member before midnight of the third day after the date this Agreement is signed by Member or at any time thereafter upon thirty (30) days written notice in any form delivered in person or mailed by certified or registered mail to The Fitness Authority at the address above stated. The notice must be accompanied by all membership cards and access keys, if any, previously delivered to Member. Any prepaid fees shall be refunded to Member within thirty (30) days of receipt of notice of cancellation. The Fitness Authority may, without cause, terminate Member's access to use the exercise room and equipment at any time, subject to the return of any membership amounts paid in advance. In the event that Member defaults under the terms of this Agreement, fails to abide by the Rules and Regulations of the Facility or pay the monthly fees as provided for in this Agreement, and/or, in the reasonable judgment of The Fitness Authority, intentionally damages the facility or the equipment therein, then The Fitness Authority may immediately cancel this Agreement without advance notice and prohibit access to the Facility by Member and thereafter pursue all other legal and/or equitable remedies which may be available.

6. **GOVERNING LAW:** This Agreement shall be governed by the laws of New Hampshire, and contains the entire agreement between parties. This Agreement shall be amended only in writing and signed by both parties. This Agreement shall be binding upon the heirs, successors and assigns of the parties. Member acknowledges receipt of a copy of this Agreement.

7. **PAYMENT OF DUES:** Billing for Monthly Dues: By submitting this agreement, Member authorizes The Fitness Authority to electronically bill Member's bank account or credit card for your monthly dues (EFT, pre-authorized check or credit card charge) on a month- to- month basis only. If The Fitness Authority is unable to collect your monthly dues for any reason, your account may be double billed the following month and be imposed an administrative fee in the amount of \$15.00 without any further notice to you. If your monthly dues payments are delinquent for two consecutive months, the remainder of any balance will be payable in full to avoid interruption of services. Your account will be billed on 1st or 15th of each month (Whichever is closest to your enrollment date) for the membership amount provided above.

8. **STATE LAW:** As a buyer of this membership plan, you have the following rights under RSA 358-I:3, II(b): STATE LAW REQUIRES THAT THIS HEALTH CLUB REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTI-TRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS CLUB POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THIS CLUB CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS CLUB HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS CLUB HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS HEALTH CLUB FOR MORE THAN ONE MONTH'S MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE CLUB CEASES TO CONDUCT BUSINESS.

Dated this _____ day of _____, 20_____.

The Fitness Authority, LLC

By: _____

OPTION: Choose payment type below (Credit Card or Direct Debit)

Member: _____

Credit Card Type/Number _____

Name _____

Expiration Date _____ CCV # _____

Address _____

ACH Bank Debit Information _____

City _____ State _____ Zip _____

Bank Routing Number _____

Phone _____

Account Number _____

E-mail _____

FEES	
\$ _____	Membership
\$ _____	Initial Enrollment
\$ _____	Security Card
\$ _____	Total