



## Membership Agreement

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

### SIGN-UP FEE &/or 1st MONTH MEMBERSHIP DUES

Amount Due: \$ \_\_\_\_\_ Method of Payment: (Circle One) CHECK CARD CASH

### MEMBERSHIP OPTIONS

Month to Month: \$ \_\_\_\_\_ per month 6 month: \$ \_\_\_\_\_ per month

Pay in advance

6 months \$ \_\_\_\_\_ 1 year \$ \_\_\_\_\_

**Annual Maintenance Fee: \$20 - Month of May annually**

All memberships are non-transferable. Monthly membership payments are not refundable once processed. Our 6-month contract membership becomes a "month-to-month" membership after completion of the 6-month commitment. Price remains the same. Member agrees to complete this agreement in full **regardless of attendance to the facility**. If you wish to cancel your 6-month monthly payment membership early there will be a \$125 cancellation fee. After completion of the 6-month contract, cancellation of membership follows guidelines set forth in the next paragraph.

Monthly memberships may be cancelled **with 30 days written notice** to [ebfitness2020@gmail.com](mailto:ebfitness2020@gmail.com). If this notice is given in the middle of a billing cycle, you will be charged the next payment as final payment, and you will have 30 days from the last payment date to attend classes. It is your responsibility to submit a cancellation request in a timely manner to avoid unwanted charges. Again, there will be no refunds issued once a payment has been processed.

Monthly pay memberships are locked into the price at time of contract unless you let that membership lapse. To re-join, the current rate would be applicable. Similarly, nonpayment for two consecutive months will result in membership cancellation. If the member decides to return, they will be required to pay the current sign-up fee and return at the current monthly rate. Management reserves the right to increase the price of existing monthly membership dues, but this would not be done without giving adequate (60 day) notice to our members.

Child add-on memberships are intended for children under the age of 18 whose parent(s) has an active membership in good standing at EveryBODY Fitness. These memberships are limited to eight (8) classes per month.

All prepaid (6-month or 1-year) memberships are non-refundable once processed. When these memberships complete, they do not automatically renew, and you will need to sign up for another membership. The current rate will be applicable.

All fees (such as card decline fees) are nonrefundable.

If a member moves more than 50 miles away the membership may be cancelled by providing written notice with proof of residency (utility bill, pay stub, tax form, etc.).

A member will be allowed to put a membership on hold without any penalty in the event the member provides us with a doctor's notice of physical inability to continue facility use, but agreement will continue after the hold has been lifted to fulfill all duration of the contract. Doctor's excuse must include a tentative release date to be valid.

IF THE FITNESS STUDIO IS SOLD AND THE NEW OWNER PROVIDES COMPARABLE SERVICES, YOUR CONTRACT WILL STILL CONTINUE UNDER ITS ORIGINAL TERMS. THIS INCLUDES BUT IS NOT LIMITED TO ACCESS, COST, AND DURATION OF CONTRACT.

**This fitness studio reserves the right to close for up to one week for yearly maintenance.**

**\*\*Please see our website at [everybody-fitness-wv.com](http://everybody-fitness-wv.com) to review all policies\*\***

By my signature below, I, the Member, certify that I am physically able to use all facilities and do hereby agree that this facility is not responsible or liable to me for any injury, accident, or loss of personal property. I understand that I cannot transfer this membership to any other person nor is any portion of my membership refundable. I do hereby release this facility and its employees from any claim or cause of action which may have occurred as a result of any medical problem known or unknown which I have knowledge presently or in the future. I verify no promises or guarantees, other than those written in this agreement, were made to me by this facility or its employees. I agree to follow EveryBODY Fitness member guidelines. Failure to do so may result in cancellation of my membership.

**I CERTIFY I HAVE READ THIS AGREEMENT AND AGREE TO THE TERMS HEREIN WHICH INCLUDE AN EARLY TERMINATION FEE.**

\_\_\_\_\_ I understand this is a legally binding document.

\_\_\_\_\_ I understand that any cancellation of membership requires a 30-day written notice.

\_\_\_\_\_ I understand that 6-month and 1-year contracts cannot be terminated early due to lack of attendance.

\_\_\_\_\_ I understand that a full list of policies for EveryBODY Fitness, LLC is available on the website.

Member's Signature: \_\_\_\_\_

Member's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Referral Source: