

Champions Athletic Performance Center (CAPC) Membership Agreement

40 Southlawn Court
Rockville, MD 20850
301.838.7403

CLUB # 8905 MEMBERSHIP # 35061 (5 digits)
DATE: _____

First Name Last Middle Initial Social Security #

Present Address City State Zip

Primary Phone Number Work Phone Birthdate

In Case of Emergency, Call (Name) Emergency Phone

Drivers License # Employer Occupation

Source Cell Phone E-Mail Address

Members with Access to Club Facility

1. PRIMARY MEMBER 2. FAMILY MEMBER 3. FAMILY MEMBER

Birthdate: ID #: MALE FEMALE ID #: MALE FEMALE ID #: MALE FEMALE

Membership Privileges, Notices, Disclosures & Agreements

- Your Membership begins: _____
- Your Membership expires: _____
- Enrollment Fee or First Month's Dues: \$ _____

| 1st Payment Schedule: DUES | | | 2nd Payment Schedule: | | |
|----------------------------|-------------|----------------|-----------------------|-------------|----------------|
| Number of Payments | Dues Amount | First Due Date | Number of Payments | Dues Amount | First Due Date |
| | | | | | |

NOTICE:

ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HERUNDER.

DEFULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in the agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under the agreement is more than ten days late, SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE, AN ADDITIONAL SERVICE FEE WILL BE CHARGED FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Financial Services, Inc., reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law, NOTE: Members paying monthly dues by E.F.T. are subject to \$10.00 per month increase of monthly dues if E.F.T. payment is stopped or changed. This will not affect any other provisions of this agreement.

MEMBERSHIP TYPE:

I understand that my membership is for one year, after which it will automatically continue on a month to month basis until I choose to cancel it.

Member's initials: _____

- Our business' registration number with the State's Consumer Protection Division is E3171.
- CAPC is not required to carry a performance bond under the regulations of the Maryland Health Club Service Law, since we do not collect more than three months tuition in advance and we do not accept initiation fees over \$200.00.
- If the health club facility at which a buyer of health club services is provided with those services is closed for a period longer than 1 month through no fault of the buyer, the buyer is entitled to: (A) Extend the membership contract for a period equal to the period during which the facility is closed; or (B) A prorated refund of the amount paid by the buyer under the contract. If the health club facility is closed through no fault of the seller, the choice of remedy described in this section shall be made by the seller. If the health club facility is closed through the fault of the seller, the choice of a remedy described in this section shall be made by the buyer.
- You have the right to cancel this agreement within three business days after receipt of a copy of this Agreement. Written notification shall be delivered in person or by certified mail, return receipt requested, bearing a postmark from the United States Postal Service, and if mailed shall be postmarked by midnight of the third business day. If you cancel, you are entitled to a full refund of all monies paid.
- If the buyer becomes disabled during the membership term, the buyer is entitled to extend the membership contract for a period equal to the duration of the disability. The provisions of subsection (5) do not apply unless the disability is confirmed by a physician and is for a period longer than 3 months.
- This notice of Consumer Rights is an integral part of the Application and Contract for membership.

CLUB REPRESENTATIVE DATE MEMBER DATE

PARENT OR GUARDIAN

PLEASE ATTACH A VOID OR BLANK CHECK - REQUEST FOR PREAUTHORIZED PAYMENT
We hereby request the privilege of paying to ABC Financial Services, Inc. (The Company), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of _____



PRINT NAME AS IT APPEARS ON ACCOUNT
CREDIT/DEBIT CARD NUMBER EXP. DATE
ROUTING NUMBER (9 DIGITS) ACCOUNT NUMBER
BANK NAME

CHECKING SAVINGS

Subject to the following conditions:
1. The terms shall be drawn on or about the date or date of the Payment Schedule. The transactions on your bank statement will constitute receipts for payment on your account.
2. If the regular payments set forth on the Payment Schedule should vary in amount, you are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for your review at the Company's website: www.abcfinancial.com under terms and conditions.
3. The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
4. The privilege of making payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Schedule).
5. A service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payment become past due.
6. This authorization payment arrangement shall apply to the following (applicant):

ACCOUNT HOLDER SIGNATURE DATE 8905 20110125

This agreement is made and entered into by and between CAPC of Rockville, MD. Located at 40 Southlawn Court, Rockville, MD 20850 and the undersigned trainee under the following terms and conditions. PLEASE READ CAREFULLY

TERMS, RULES & REGULATIONS

1. HEALTH WARRANTY. Member warrants and represents to be in good physical condition and has no disability, impairment or ailment preventing participation or engagement in physical conditioning. We suggest a full medical examination, especially for anyone over 40 years of age or persons with known physical/mental disorders.
2. WAIVER OF LIABILITY. Member and/or Member Guest, using the equipment and facilities, does so at his/her own risk. Owners and Management shall not be liable for any damages arising from personal injuries or sustained by trainee or guest in, on or about the premises of the facilities. Member assumes full responsibilities for any injuries or damages and does hereby and forever release and discharge the facility and its owners, management, employees, staff, subcontractors, and agents from all claims, demands, damages, rights or causes of action, present or future, anticipated or unanticipated, resulting from or arising out of the members and/or guests use or intended use of the facilities and equipment. THEFT/DAMAGE. CAPC shall not be reliable for loss, theft or damage to the personal property of the trainee or guest.
4. CONDUCT. In the event a member fails to conduct themselves in the manner prescribed/agreed upon in this agreement, CAPC shall not be liable for any resulting injury, loss or damage occasioned by the failure of the member to conform their conduct to the requirements imposed by this agreement.
5. RULES & REGULATIONS. Member agrees to abide by all rules & regulations for use of equipment, programs, and facilities, which may be amended orally and/or in writing at management's discretion.
6. CLOTHING. Member shall wear proper clothing to maintain health and safety standards: shirts and gym shoes must be worn on the exercise floor.
7. PETS & BICYCLES will not be allowed in the facility.
8. LOCKERS are for use while present at the facility. Equipment and attire shall not be left in the facility overnight. Locks left on lockers will be cut off.
9. There will be NO SMOKING in the facility, and NO ALCOHOLIC beverages permitted in facility.
10. Member shall never DROP OR THROW weights in the facility.
11. NOISE. Member shall never scream or use any other intrusive noises or language that might be objectionable to other members (discretion of staff).
12. Member may invite GUESTS to visit club, 1 visit per month and only 6 visits per year for the same guest. Guests must take a health history with staff person and sign a liability waiver form.
13. You have the right to a 90 day contract but the fees will be different than the 1 year contract.
14. CAPC RESERVES THE RIGHT TO TERMINATE ANY MEMBER, of cause, without refund.
15. MEMBERSHIP CARDS. Members must present their own valid membership card upon entering the facility, and have their picture on the facilities computer for ID purpose. Lost or stolen cards must be replaced for a \$5.00 fee.
16. COLLECTION. In the event that is becomes necessary to employ a collection agency or an attorney to collect any money due under the terms of this agreement, the member agrees to pay all costs of collection and reasonable attorney fees for the collection of same.
17. BAD CHECK/DEBITS. Member shall pay a SERVICE FEE for EACH BAD CHECK and a SERVICE FEE for EACH BAD CHECK due to the member's fault.
18. I UNDERSTAND THAT MY MEMBERSHIP IS FOR AT LEAST ONE YEAR, AFTER WHICH IT WILL AUTOMATICALLY CONTINUE on a month-to-month basis. I understand that my initiation fee is not refundable unless this transaction is canceled within 3 business days after the receipt of a copy of the contract.
19. CANCEL MEMBERSHIP. Member may cancel this agreement upon 30 days written notice after my first year. The member may also cancel upon thirty days written notice before that time in case of a serious illness (doctor's letter head) or in the case of moving 20 miles or more from the facility. Proof of move must be provided within 30 days written notice such as a copy of the mortgage, lease, or driver's license, no exceptions.
20. I understand that my membership is NON-REFUNDABLE, unless otherwise approved by CAPC, in which case a \$50 administration fee will be assessed.
21. I may FREEZE my membership ONLY during medical disability or travel out of the country for greater than a month's time. Request must be accompanied by doctor's note and or proof of travel, and I am responsible for initial 30 days period after such request.
22. I acknowledge that I have received and will comply with the rules and regulations of CAPC.