



24 HOUR EDGE Private Fitness

101 Broadway Rd, Ste 5, Dracut, MA 01826 978-454-3247

www.edgeprivatefitness.com

ONLINE AGREEMENT

DATE N/A MEMBERSHIP # N/A EXPIRATION NA TYPE ONLINE SIGNUP

T-SHIRT SIZE: N/A

Name N/A Date of Birth N/A

Address N/A City N/A State N/A

Zip N/A Home Phone N/A Work Phone N/A

Email Address N/A

Membership Type: ELITE1

Membership Fees:	<u>\$99.00</u>	+	<u>0.00</u>	+	<u>0.00</u>	+	<u>0.00</u>	=	<u>\$99.00</u>
	SET-UP FEE		PRORATE		ANNUAL PRORATE		PREPAY (TERM)		TOTAL

- Your account below will be billed on or around the 17th of each month beginning on 09/17/2017 for **\$29.00** per month until you cancel in accordance with this agreement. This membership has a **24** month minimum term.
- If you have a minimum monthly term, your account below will be billed for a minimum of **24** months and will continue at the monthly rate above until you cancel in accordance with this agreement.
- An Annual Membership Fee of **\$0.00** will be billed each year of your monthly membership, on or around the first of January, to the account on file. In order to cancel the billing of this annual fee, the club requires written notice and cancellation of your membership on or before the **25th** of the previous month.
- Your monthly rate above is guaranteed so long as you remain a member in good standing including payment of all monthly dues and your Annual Membership Fee.
- To cancel your monthly membership and stop the monthly billing on the 17th of the month, the club requires written notification by the 10th of the month delivered to the club in person or preferably via certified mail. Any monthly membership can be cancelled upon 30 days written notice.
- If your monthly membership has a minimum commitment, and you wish to cancel your membership early, a **\$100** Buy Out Fee is required with your cancellation.
- A **\$10** service fee will be applied for each month your monthly dues payment is returned uncollectable including, but not limited to, non-sufficient funds, expired credit cards, cancelled credit cards, overdrafts and closed accounts.
- Term agreements shall not exceed **24** months.
- Cancellation & Billing Policies: I have read and understood the cancellation rights and billing policies.



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PAYMENT AUTHORIZATION

METHOD OF PAYMENT:

NAME ON ACCOUNT: N/A

BANK ACCOUNT# N/A ROUTING#: N/A

By clicking "I accept", I authorize EDGE PRIVATE FITNESS, LLC dba Edge 24 Hour Private Fitness (hereinafter "Edge Fitness") or its assigns or affiliated companies to charge, or to initiate transfers from, the account designated above for the purpose of making the recurring monthly payments I owe to Edge Fitness on or around the 17th of the month until all of my obligations are paid under this agreement or until my membership is terminated or cancelled. I understand that my obligation under this agreement includes my recurring monthly dues, annual membership fee, service fee for uncollectable monthly dues, applicable taxes, charges and any other unpaid fees or dues including past unpaid dues and fees. This authorization will remain in full force and effect during the term of this membership agreement. I understand that I can stop any debit by notifying the financial institution named above and that the amounts debited from my account may vary each month based on unpaid past dues, annual fees, etc. I confirm that I am authorized under the terms of the applicable agreement with my financial institution to use the account designated for the purchase of goods and services from Edge Fitness and agree to comply with the financial institution's agreement at all times this authorization is in effect.

COSIGNER AUTHORIZATION & WAIVER

Parent/Guardian: In exchange for Edge Fitness allowing my minor child to purchase a membership, I agree to the Release of Liability and Assumption of Risk clauses in this agreement and I agree to defend and indemnify Edge Fitness to the fullest extent permitted by the law for any claim brought by my minor child against Edge Fitness. I also promise to pay any financial obligation that my minor child does not pay for any reason and acknowledge that the banking information provided is my account.

Financial Cosigner: I promise to pay any financial obligation that the member does not pay for any reason and acknowledge that the banking information provided is my account. I also agree to defend and indemnify Edge Fitness to the fullest extent permitted by the law for any claim brought against Edge Fitness by the member.

RELEASE OF LIABILITY **ASSUMPTION OF RISK** **BUYER'S NOTICE** **RIGHT TO CANCEL**

I understand and expressly agree that my use of this Edge Fitness facility or any other Edge Fitness facility, involves the risk of injury to me or my guest whether caused by me or not. I understand that these risks can range from minor injuries to major injuries including death. In consideration of my participation in the activities and use of the facilities offered by Edge Fitness, I understand and voluntarily accept this risk and agree that Edge Fitness, its officers, directors, members, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, domestic partner, guests, unborn child or relatives, resulting from the negligence of Edge Fitness or anyone on Edge Fitness' behalf whether related to exercise or not. Accordingly, I do hereby forever release and discharge Edge Fitness from any and all claims, demands, injuries, damages, actions or causes of action. I further understand and acknowledge that Edge Fitness does not manufacture fitness or other equipment in its facilities, but purchases and/or leases equipment and therefore Edge Fitness may not be held liable for defective products.

I agree to comply with Edge Fitness' membership policies and club rules that may be communicated to me from time to time either in writing, through club signage or verbally. Edge Fitness may, in its sole discretion, modify the policies and any club rule without notice at any time. Edge Fitness reserves the right to refund the pro-rated cost of unused services and terminate my membership immediately for violation of any membership policy or club rule. By signing below, I acknowledge and agree to all terms on the front and back of this agreement.

CONSUMER'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE(3) BUSINESS DAYS OF THE DATE OF THIS CONTRACT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS CONTRACT.



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ONLINE AGREEMENT TERMS AND CONDITIONS

1. Parties

EDGE PRIVATE FITNESS, LLC dba Edge 24 Hour Private Fitness (Edge Fitness) and you agree that by signing this agreement, you purchased a membership or services and agree to all the terms in this agreement. The terms "you" and "Edge Fitness" include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees. Both parties make this agreement on behalf of, and it binds all these included persons and entities. It is your responsibility to notify Edge Fitness of any change in your address or phone number.

2. Representations

A) Physical Condition & No Medical Advice: You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of Edge Fitness' facilities. As such, you acknowledge that Edge Fitness did not give you medical advice before you joined, and cannot give you any after you join, relating to your physical condition and ability to use the facilities. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the facilities.

B) Liability for Property: Edge Fitness is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around Edge Fitness's premises including, but limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to Edge Fitness's facilities, you are liable to Edge Fitness for its cost of repair or replacement.

C) Entire Agreement & Enforcement: You acknowledge that neither Edge Fitness, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement. This document contains the entire agreement between you and Edge Fitness and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Edge Fitness does not enforce any right in this agreement for any reason, Edge Fitness does not waive its right to enforce it later.

3. Membership

A) General. Your membership permits you to use Edge Fitness' premises, facilities, equipment and services. Your membership is subject to all current company policies, rules and limitations including, but not limited to, Edge Elite1 benefit rules, transferability rules and guest privilege rules. Your membership gives you no rights in Edge Fitness, its management, property or operation. Edge Fitness may assign or transfer your membership in its sole discretion and by signing the front of this agreement you consent to the assignment of this agreement and your membership to another health club. Edge Fitness can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, benefits or facilities is valid only at the home club, unless otherwise noted.

4. Rules & Regulations

You agree to follow Edge Fitness' membership policies and club rules. Edge Fitness may, in its sole discretion, modify the policies and any club rule without notice at any time. Club rules may vary by location and all signs posted in a club or on the premises or verbal communication shall be considered a part of the rules of Edge Fitness. Edge Fitness reserves the right to refund the pro-rated cost of unused services and terminate your membership immediately for violation of any membership policy or club rule.

5. Facilities & Services

Edge Fitness reserves the right at any time to delete, discontinue, repair or replace the equipment without any effect on this agreement. Edge Fitness also reserves the right to make changes to the type of quantity of equipment or services offered and to alter the hours of operation at Edge Fitness' discretion. You acknowledge that the equipment and services in the facilities are available subject to demand and are offered on a "first come first serve basis."

Edge Fitness reserves that right to close on a temporary basis its facilities (or portions of its facilities) for maintenance, selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable. If your home club is permanently closed, moved or sold, Edge Fitness reserves the right to assign and transfer your membership to another club within 10 miles of your home club.

6. Dues, Fees, Charges & Taxes

A) Payment Authorization. You have full control over the payment authorization and can stop it anytime by notifying Edge Fitness as set forth on the first page of this agreement or by notifying your bank, or credit card company to stop. You are responsible for notifying your bank of any error that appears on your bank or credit card statement in a timely manner. You must notify Edge Fitness within 60 days of a claimed error on your bank statement or credit card statement. If you claim your monthly dues were not stopped when you told Edge Fitness, you must have written proof or Edge Fitness will not reimburse you for any deductions which you claim should not have been deducted.

B) Charges & Taxes: Edge Fitness has the right to add to your prepaid dues or to your monthly dues any tax imposed by the government. Edge Fitness also has the right to add any utility charges or surcharges to your prepaid dues and monthly dues.

7. Additional Rights to Cancellation

You or your estate may also cancel this contract for any of the following reasons:

A) If upon a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months;

B) In case of your death;

C) If the health club services to be provided under this contract are not available because the seller fails to open a planned health club or location, permanently discontinues operation of a health club or location, or substantially changes the operation of a health club or location.

D) If you move either your residence or your place of employment more than twenty-five miles from any health club operated by the seller or a substantially similar health club which will accept the seller's obligation under the contract.

8. Limitation of Liability

Unless controlling legal authority requires otherwise, any award by the arbitrator or a court is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.