

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

AUTOMATIC RENEWAL PROGRAM:

Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the rate indicated below. Renewal terms may be canceled at any time with a 10 day written notice delivered to the clubs address. Certified mail is recommended.

NONRENEWABLE MEMBERSHIP:

This membership will expire: on indicated date.

Throughout this contract you, your, member or members means the buyers named above. We, our, the club, the creditor and us means Waldorf Fitness Center. If we ever transfer this contract to anyone else, we, our, and us will then mean that person or organization.

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 HEREUNDER.

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this 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 this agreement is more than ten days late. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** 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.**

This is a contract, and it will be legally binding on you when you sign it. Before you sign this contract read both sides because the terms of each side are part of this contract. By signing, you certified that you've read the contract and understand your obligations under it.

Member represents that he or she is in good physical condition and able to use the equipment provided and to participate in exercise and fitness programs made available by Waldorf Fitness Center, which represents that its personnel have no expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercises on said medical conditions. Member fully understands and agrees that in participating in one or more of the fitness programs, or by using the facilities maintained by Waldorf Fitness Center, he/she releases Waldorf Fitness Center from any and all liability which may arise from the member's use of the facilities and instructions offered by Waldorf Fitness Center.

By signing you certify that you've received a completed copy of this contract and the rules and regulations.



REQUEST FOR PREAUTHORIZED PAYMENT

I/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 listed above.

Subject to the following conditions:

- (1) The items shall be drawn on or about the date or dates 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 preauthorization, you choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment.
- (3) 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.
- (4) The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
- (5) If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Schedule).
- (6) 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.
- (7) This preauthorization payment arrangement shall apply to the above Applicant(s).

NOTICE OF CONSUMER RIGHTS

1. Our business' registration number with the State's Consumer Protection Division is E3894.
2. 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.
 - C. If the health club facility is closed through no fault of the seller, the choice of remedy described in subsection (3A - 3B) of this section shall be made by the seller.
 - D. If the health club facility is closed through the fault of the seller, the choice of a remedy described in subsection (3A - 3B) of this section shall be made by the buyer.
3. **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. Member must allow up to 30 days for any and all refunds due.**
4. If you become disabled for at least 3 months during the membership term and the disability is confirmed in writing by a physician, you are entitled to an extension of the agreement. Since we are exempt from the bonding requirement, we cannot collect payments during the member's disability extension so that we are not holding more than three months of payment in advance. We are not required to carry a performance bond under the Maryland Health Club Services law because we do not accept more than three months of payment in advance or charge initiation fees over \$200.

TERMS AND CONDITIONS

You may cancel this contract if this fitness center moves or goes out of business and fails to provide comparable alternate facilities within five driving miles of the location designated in this contract. Your estate may also cancel in the event of your death. If you cancel after the three business days, the fitness center may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received and release from all obligations of this contract.

NOTICES/PROTEST: The circulating or posting of petitions, notices, circulars, group protest or picketing, or statements of any kind is prohibited on Waldorf Fitness Center's premises unless previously approved by management.

Entire Balance Due: If you repudiate this contract in writing, breach any provision, or don't make a payment within 20 days of your due date, we can suspend your membership privileges and the entire balance remaining under the contract can become due and payable.

Non-Use of facilities: Even if our facility and services are not used, you are still responsible for payment under this contract.

Release of liability: Members and their guests (including minors), in using the facilities, child care facility and equipment of the club, do so at their own risk. Waldorf Fitness Center shall not be liable for any damages arising from personal injuries sustained by members and guests, in, or about the premises of the club. Waldorf Fitness Center assumes no responsibility for the loss of, stolen or damage to, any personal property belonging to a member or guest while on the club premises.

Change in Membership plan: If you change your membership plan by signing a new contract which includes your old balance in the cost of the new membership, the new contract will void your old contract. However, cancellation of your new contract will cause your previous contract to remain valid and enforceable.

Changes in this Contract: this is the entire covering your purchase from us. It can only be changed by a writing signed by you and us. We can waive or delay enforcing any of our rights under this contract without losing them.

Assignment: We can assign this contract to an independent financial institution, or we may refer it to another company for collection which will be reported to all three credit bureaus.

Unavailability: If our facilities are unavailable for a period exceeding 1 month, through no fault of ours, we may extend your membership privileges for a period equal to the period during which the facility is unavailable, or give you a pro rata refund. If the facility is unavailable for a period to exceed 1 month, through our fault, you may extend your membership privileges for a period equal to the period or obtain a pro rata refund.

Rules and Regulations: The members shall follow all of the rules and regulations including hours of operation which have been made available to you and are posted in the facility. We can revoke your membership privileges if these rules and regulations are not followed, and we expressly reserve the right to change these rules, regulations, and hours of operation. In addition, we expressly reserve the right to add to, eliminate, alter, or offer at additional cost any program, equipment, activity, class, service, feature, or fixture when deemed necessary or desirable, if in our sole judgment it is in the best interest of our members.

1. Any conduct by a member or guest which unreasonably interferes with use and enjoyment of the club by members or guests, or disrupts or interferes with normal, safe and efficient operations of the business, is strictly prohibited. Members who are in violent of this rule will be subject to expulsion which shall not release them from any indebtedness to the club.
2. Members must present their membership cards upon entering the facility. Members without proper identification may be refused admittance. The management reserves the right to request additional identification periodically to prevent non-members from using the club. The club assumes no responsibility for lost membership cards, and a \$10.00 fee will be charged for a replacement card.
3. Members or their guests should at no time censure or attempt to discipline employees of the club. All complaints should be referred to the Manager's office. All requests and suggestions as to the operation or services of the club should be presented in writing to the Manager.
4. Members shall use the equipment only in the manner intended by the manufacturer, and shall not modify the equipment in any manner for which the equipment was not originally intended. All equipment shall be used properly and not in ways they may damage or cause harm including dropping or slamming free weights.

5. **Minimum attire:** gym shorts, tee shirts, socks and tennis shoes. Any conventional exercise attire is permissible, including leotards and tights, sweat suits, warm-up suits, etc. Sneakers, tennis shoes or dance slippers must be worn at all times. NOT ALLOWED: torn, dirty, bizarre clothing. Members must be properly attired upon entering and leaving the facility and will not be admitted bare-chested, or barefooted.

6. Member agrees that he/she shall not engage in any type of commercial or business activity while using the facility. Member shall not act as a trainer for any other Members or guest and any acts which constitute such business activities are strictly prohibited. If member engages in such commercial or business activities members membership is subject to immediate cancellation.

7. Failure and/or refusal to comply with above rules and regulations shall result in the loss of membership privileges without refund it, in the sole opinion of the club, the violation by a member or a guest of a member is detrimental to the general membership.

GOVERNING LAW: This contract will be governed by the laws in the State of Maryland and the United States. If any part of this contract is unenforceable, this will not make any other part unenforceable.

Member affirms, acknowledges and attests that Member's mailing address, telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Waldorf Fitness Center and ABC Financial Services, Inc., including its agents and affiliates, may contact Member at any mailing address, phone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Waldorf Fitness Center and/or ABC Financial Services, Inc.

**FOR ALL BILLING INQUIRIES, PLEASE CALL ABC FINANCIAL AT: 1-888-827-9262
www.abcfinancial.com**