

# Vision Quest Sport and Fitness

1101 Supermall Way Suite 1269  
Auburn, WA 98001  
253-333-7771

## Membership Agreement

Gold  Gold Plus  Corporate  
 MMA  Tanning  Boot Camp

DATE: \_\_\_\_\_

This sixty day contractual agreement (the "Agreement") is entered into and agreed upon between you (the "Member") and Vision Quest Sport and Fitness (the "Club").

First Name \_\_\_\_\_ Last \_\_\_\_\_ Middle Initial \_\_\_\_\_ Social Security # \_\_\_\_\_

Present Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  MALE

Primary Phone Number \_\_\_\_\_ Work Phone \_\_\_\_\_ Birthdate \_\_\_\_\_  FEMALE

In Case of Emergency, Call (Name) \_\_\_\_\_ Relationship \_\_\_\_\_ Emergency Phone \_\_\_\_\_

Drivers License # \_\_\_\_\_ Employer \_\_\_\_\_ Occupation \_\_\_\_\_

Cell Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

### Members with Access to Club Facility

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
PRIMARY MEMBER FAMILY MEMBER FAMILY MEMBER FAMILY MEMBER

Birthdate: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Birthdate: \_\_\_\_\_  
 MALE  FEMALE  MALE  FEMALE  MALE  FEMALE  MALE  FEMALE

Barcode ID: \_\_\_\_\_ Barcode ID: \_\_\_\_\_ Barcode ID: \_\_\_\_\_ Barcode ID: \_\_\_\_\_

#### MEMBERSHIP TYPE:

Individual  Family Add-On

- Your Membership begins: \_\_\_\_\_ (join date)
- Nonrefundable initiation fee: \$ \_\_\_\_\_
- First Month's Dues: \$ \_\_\_\_\_
- Last Month's Dues: \$ \_\_\_\_\_
- One Time Processing Fee: \$49.00
- Sales Tax (9 %): \$ \_\_\_\_\_
- Total Nonrefundable Amount: \$ \_\_\_\_\_

### Membership Privileges, Notices, Disclosures & Agreements

**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 cancelled at any time provided a 30-day written notice is delivered to the club's address.

**TOTAL AMOUNT: \$ \_\_\_\_\_ PER MONTH FOR FUTURE AUTOMATIC RENEWAL**

Member's Initials: \_\_\_\_\_

**BUYER'S RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT WITHOUT PENALTY, YOU MAY CANCEL IT BY DELIVERING OR MAILING A WRITTEN NOTICE TO THE HEALTH STUDIO. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE DELIVERED OR MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. THE NOTICE MUST BE MAILED TO VISION QUEST SPORT AND FITNESS, 1101 SUPERMALL WAY SUITE 1269, AUBURN, WA 98001. IF YOU CANCEL WITHIN THE THREE DAYS, THE HEALTH STUDIO WILL RETURN TO YOU WITHIN THIRTY DAYS ALL AMOUNTS YOU HAVE PAID.**

**CANCELLATION:** Oral cancellation will not be valid. The Member agrees to give thirty (30) days written notice of cancellation, which shall be made either by certified mail or by completing the cancellation form available at the Club. Notice of cancellation may be given at any time, but shall be effective only upon thirty (30) days from receipt by the Club, and in any event no earlier than the sixty-first day from the join date. The Member must return membership card with written notice of cancellation. The Member is liable for and agrees to pay all fees and charges accruing until cancellation is effective. Any remaining outstanding balance is the responsibility of the Member, and the Member agrees to pay in full. Cancellation will be effective thirty (30) days from the next bill date on any membership agreement, which will include one more Electronic Funds Transfer dues debit within my thirty (30) day notice.

**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.

Club Enhancement Fee: Amount \$25.00, to be charged to each member. The purpose of the annual Club Enhancement Fee is to maintain the equipment and services provided for the facilities. This fee will be collected on August 10th of every year or the time of your cancellation during that calendar year.

#### NONREFUNDABLE AMOUNT

I UNDERSTAND THAT I HAVE PAID OR AM OBLIGATED TO PAY \$ \_\_\_\_\_ AS AN INITIATION OR MEMBERSHIP FEE AND THAT UNDER NO CIRCUMSTANCES IS ANY PORTION OF THIS AMOUNT REFUNDABLE. ALL PAYMENTS RECEIVED WILL BE APPLIED TO THE ABOVE NONREFUNDABLE INITIATION OR MEMBERSHIP FEE UNTIL IT IS PAID IN FULL. I HAVE READ THIS CONTRACT IN ITS ENTIRETY, INCLUDING THE REVERSE SIDE "MEMBER'S RIGHT TO CANCEL", "MEMBERSHIP RESTRICTIONS", "RULES AND REGULATIONS" AND "WAIVER AND RELEASE". MEMBER STATES THAT HE/SHE IS 18 YEARS OF AGE OR OLDER, LEGALLY COMPETENT TO SIGN THIS AGREEMENT AND DO SO VOLUNTARILY. I HAVE READ THIS AGREEMENT BEFORE SIGNING IT.

X MEMBER'S SIGNATURE \_\_\_\_\_

X COSIGNER'S SIGNATURE \_\_\_\_\_

**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. 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. **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.**

#### PAYMENT SCHEDULE

Number of Payments	Monthly Payment Amount	First Payment Due Date

#### REQUEST FOR PREAUTHORIZED PAYMENT

We hereby request the privilege of paying to ABC Financial Services, Inc. ("The Company"), Sherwood, AR 72120, 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 \_\_\_\_\_

(Name as shown on account)

American Express  MasterCard  Visa  Discover  Diners Club  
 Credit Card Acct. # \_\_\_\_\_ Exp. Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Checking Acct.  Savings Acct. \_\_\_\_\_

BANK NAME: \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

Subject to the following conditions:

- 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.
- 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.
- 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.abcfinc.com](http://www.abcfinc.com) under terms and conditions.
- The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
- If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Schedule).
- 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.
- This preauthorization payment arrangement shall apply to the following Applicant(s): \_\_\_\_\_

Date \_\_\_\_\_ PLEASE ATTACH A VOID OR BLANK CHECK Customer Signature \_\_\_\_\_ (Signature required only if name on account is different than member)

CLUB# 6510 MEMBERSHIP # 52572 (5 digits)

**REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS**

ROUTING NUMBER (9 Digits) \_\_\_\_\_

### MEMBER'S RIGHT TO CANCEL

(A) **Death or disability:** Upon the death or total disability of the Member, the Member or his/her representative may cancel the Agreement by giving written notice to the Club. The Club reserves the right to require that the total disability of the Member be confirmed by the examination of a physician agreeable to the Member and the Club, at the Member's cost. In the event the Member dies or becomes totally disabled in the next three (3) years after the Member signs this Agreement, the Member is entitled to a pro-rata refund of the membership fee not to exceed one-half of the initial initiation fee if the contract clearly states what percentage of the fee is nonrefundable or refundable. The pro-rata refund is computed by dividing the membership/initiation fee by the number of weeks in the Agreement term and multiplying the result by the number of weeks remaining in the contract term. If the Member dies or is totally disabled after three years from the signing of the membership no part of the membership/initiation fee is refundable. (B) **Relocation:** The Member may cancel the membership if he/she moves to a permanent residence or to a location more than twenty-five (25) miles or more from the Club and this Agreement extends for more than one (1) year and the Member cancels after one (1) year of signing the Agreement. However, if the Member lived more than twenty-five (25) miles from the Club at the time this Agreement was signed, the Member may not cancel unless the Member moves an additional five (5) miles or more from the Club or any of its locations. The Club reserves the right to require reasonable evidence of such relocation. If the Member cancels the Agreement by relocating his/her permanent residence as set forth immediately above, the Member will not be entitled to any refund of the initiation fee. (C) **General Cancellation:** If this Agreement extends for more than one (1) year or required payment of an initiation fee, the Member may cancel for any reason upon thirty (30) days written notice to the Club. The Member will not be entitled to any refund of the initiation fee. (D) **Permanent Closure:** The Member may cancel this Agreement if the Club permanently closes the Club in which this membership was purchased and comparable facility is not made available by the Club within a ten (10) miles radius of the closed facility. If the Agreement is canceled by reason of the closure of the Club, the Member is entitled to a pro-rata refund of the fee which shall be computed by dividing the membership fee by the number of weeks in the Agreement term and multiplying the result by the number of weeks remaining in the Agreement term. (E) **Construction not completed:** If the facility, construction or improvement contemplated by this Agreement is not completed by the date represented in this Agreement, (and a temporary facility that provides comparable services and equipment as contemplated by this Agreement is not available), the Member may cancel the Agreement and be entitled to a full refund of the initiation fee. (F) **Pre-Sale of membership agreement:** If this membership is sold prior to the opening of a new facility, (and if a temporary facility is not available) the Member may cancel within the first five (5) days after the facility opens for use of the Member and the Club begins to provide its services. The Member is entitled to a full refund of the initiation fee if the membership is canceled under this provision.

### MEMBERSHIP RESTRICTIONS

**Membership Restrictions:** The Club reserves the right in the future to develop new classes of memberships, new clubs, special services and specialized equipment which may not be available to the existing Member. The Member acknowledges that this membership does not include use of tanning bed equipment, nutritional supplements or baby-sitting. **Usage:** Failure to utilize the Club Facility and/or Services does not relieve the Member from paying dues or any other sums that become due. **Duration:** This membership is for sixty days from the join date. **The Club's Right to Suspend or Cancel:** The Club reserves the right to suspend or terminate this membership in its sole and arbitrary discretion. **Binding Arbitration:** If any dispute arises on an interpretation of the rights, duties and obligations under this Contract, the parties each agree to submit the matter to arbitration in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services unless parties otherwise agree. Any award made by the arbitrator will be final and binding and may be entered as a judgment in any court having jurisdiction. The prevailing party will be awarded all cost of arbitration including reasonable attorney's fees. **Membership:** This membership is not transferable and the Member may not sell, assign or transfer this Agreement, his/her membership card or membership at Vision Quest Sport and Fitness, or any other right or privilege, and any such attempted sale, assignment or transfer shall be null and void. The Member may not loan his/her membership card to anyone. **No oral changes or cancellation privileges are permitted. No changes to this contract are permitted. The Member verifies that no oral promises or any privileges or representation have been made and that this written contract is the entire agreement.**

### VISION QUEST SPORT AND FITNESS RULES AND REGULATIONS

The Member agrees to observe and comply with the following rules and regulations. The Club may make reasonable changes from time to time. Said changes are to be posted on the premises by the Club.

1. Upon entering the Club, the Member is required to present their active membership card and their drivers license or other picture ID for Club use. If the Member does not have his/her membership card or proper identification, the Club may prohibit use of the facility or may charge a guest fee for use of the facility that day. A \$10 fee is charged to replace all lost membership cards.
2. All member guests (the "Guests") that are non-members will be charged a guest fee, unless they possess a special guest pass which waives this fee. Guests must sign a medical and injury release form before using the facility. The Club may restrict the number of guests brought by the Member and reserves the right to discontinue guest privileges, in whole or in part, for the overall good of the Club.
3. During Club use, the Member and Guests will refrain from engaging in loud, foul or slanderous language or molesting, badgering or harassing other members of the Club or Club employees, agents or contractors.
4. The Member and Guests will abide by and fully comply with the Club dress code for proper attire on the club premises.
5. No Member or Guest may coach or train other members of the Club or their guests and may not engage in any type of business or enterprise while at the Club facility.
6. From time to time, the Club may permit independent contractors to offer products or services to the Member. The Club does not stand behind or in any way make any representations or warranties concerning or guarantee the quality of reliability of these products or services, including whether or not these independent contractors will remain in business for any period of time.
7. The Member should not bring valuables, including money, into the Club premises. The Member understands that the Club will not be liable for the loss or theft of, or damage to the personal property of the Member or Guests.
8. The Member and Guests may not bring illegal drugs, substances or alcoholic beverages onto the Club premises. The Member may not bring weapons, alcohol, or drugs on the premises.
9. The Member acknowledges that there are peak hours of usage of the facilities and should the member wish to avoid these periods he/she should adjust the schedule of their attendance to the non-peak hours.
10. From time to time, services may be disrupted as Club services and equipment are modified.
11. From time to time, events may disrupt Member's usage of the Club. Club will provide Member a 24-hour notice prior to such event.
12. Except in the event of any emergency, the Member and Guests may only use the public telephone.

**Violations of Rules and Regulations:** The Member and Guests will abide by any and all additional Club Rules and Regulations that are posted in Club. All membership agreements shall be subject to strict compliance therewith. Failure by the Member to so comply shall permit the Club to revoke such membership agreement without any further obligation to the Member, said revocation to be effective upon notice to the Member.

### SERVICES AND EQUIPMENT

**Circuit Training:** Kaiser Cam III, Paramount, Lifecircuit, Body Masters, Life Fitness

**Free Weights:** Dumbbells 3 lbs – 125 lbs, Hammer Strength, Cable Systems, Flat benches, Incline and Decline Benches, Smith Machines, Hack Squats, Hip Sleds

**Cardiovascular:** Aerobics, Treadmills, Lifecycles, Recumbent Lifecycles, Ellipticals, Crosstrainers, Lifesteppers.

**Other Services and Equipment:** Locker rooms, showers, saunas, and aerobics.

*Services and Equipment subject to change.*

The Member has toured the facility and has been shown all equipment available for use.

### WAIVER AND RELEASE:

The Member agrees that the use of the Club facility does not constitute a form of medical treatment and will not necessarily result in a medical benefit to the Member. The Member represents that he/she is in good health and suffers no physical impairments which renders the use of the Club facility unduly dangerous. Prior to commencing a physical exercise program, the Member should consult his/her physician. The Club will make no evaluation or recommendation whether the Member or the Guests are sufficiently fit for any exercise activities. The Member agrees that the Member is aware that he/she is voluntarily engaging in physical exercise, including the use of exercise machines, free weights, Club facility training and instructions and participation in Club programs and events, which could cause injury to the Member. The Member is voluntarily participating in these activities and assumes all risk of injury to the Member that might result, no matter what causes any injury, including negligence by the Club, its employees, or agents. The Member hereby agrees to waive and release any claims or rights the Member might otherwise have to sue the Club, its employees or agents for injury to the Member suffered in the course of these activities. The Member further releases the Club, its employees and agents from any liability and any loss or theft of personal property. The Member agrees and acknowledges that he/she has carefully read this waiver and release, and fully understands it is a release of liability.

Signature of Club Representative \_\_\_\_\_

Date \_\_\_\_\_