



Membership Contract- The Strength Factory, LLC

General Information

Name: _____

Phone: _____

Email: _____

DOB: _____

Address _____

Emergency Contact Name: _____

City/State/Zip: _____

Emergency Contact Phone: _____

1. Membership Type(s) and Costs

<u>Type</u>	<u>Quarterly (3Months-Paid in Full)</u>	<u>Annual with Monthly Payments</u>	<u>Annual (Paid In Full)</u>
Standard	\$42 (\$126)	\$45 (\$540)	\$40 (\$480)
Discounted	\$32 (\$96)	\$35 (\$420)	\$30 (\$360)
Premium- Guest Pass		\$55 (one guest/day) *NO DISCOUNT*	
Month-to-Month	N/A	\$50 (no contract)	N/A

Start Date: ___/___/_____

End Date: ___/___/_____

Initial Dues: \$ _____

Initiation Fee: \$ 15 (\$25 for reactivation within 90 days of cancellation; \$0 for activation renewals)

Annual Fee: \$ 50 (This fee is to be collected around or at June 1st)

Total Due Today: \$ _____ (Initial Dues + Initiation Fee + Annual Fee(if paying quarterly or annually))

Payment Method:

Checking Account:

Credit Card: Visa/MC/Discover

Acct #: _____

Card Number: _____

Routing #: _____

Expiration Date: _____

Bank: _____

Security Code: _____

***The Strength Factory (mentioned as "gym" or "Club") also accepts cash or check payments. However, a cash/check payment must be made prior to the 1st of the following month to keep membership status in an "active" state. If The Strength Factory does not receive payment prior to the 1st, membership status will convert to an "inactive" state.
 *** If choosing the Month-to-Month option, all items stated in the Contract are still valid, excluding from the monetary, annual contractual agreement.

2. **APPLICATION:** I apply for membership at The Strength Factory located at 6415 N. Meridian Avenue, Oklahoma City, OK 73116. I represent and warrant that myself, or my parent/guardian, is 18 years of age or older and all facts and information set forth above and/or in the Membership Application dated this date (the "Application") are true, correct, and complete.

Initials _____ Date: ___/___/_____

3. PAYMENT

a. Quarterly Payment: I must pay the Total Due Today upon signing this Contract.

b. Annual with Monthly Payment: Under this option, I must pay the Total Due Today upon signing this Contract. I agree to pay my monthly amount (\$_____), or an increased amount as specified in Paragraph 7 for any renewal period, each month thereafter through "automatic" withdrawal from an account I maintain in a financial institution pursuant to this signed authorization form or by cash or by check (if preapproved) delivered to the gym by the 1st of the month. Subject to change, drafts (payments) are made on or about the first (1st) of each month. If I change financial institutions, I will provide The Strength Factory in writing all information needed for the replacement automatic withdrawal at least ten (10) days before the effective date of the change. I agree to a membership term of one (1) year and acknowledge that the automatic withdrawals (payments) will continue for that period unless I terminate my membership as permitted in this Contract, or I convert to another payment option with the consent of The Strength Factory pursuant to a new written contract.

c. Annual Payment: I must pay the Total Due Today upon signing this Contract.

4. TERM: All memberships, other than Quarterly memberships (with a term of three (3) months), have a term of twelve (12) months from the date of the Start Date (or if none is specified, then the date of this Contract). Memberships may thereafter be renewed in writing at the then current membership rate. By mutual agreement, one type of membership may be converted to another type of membership pursuant to a new contract with The Strength Factory. The term of this Contract may be extended as follows:

a. If The Strength Factory temporarily closes for thirty (30) days or less, the term shall be extended for the number of days equal to the number of days that the facility was closed (excluding holidays and any other days the facility is normally closed), at no additional cost to me.

b. I may extend the term of this Contract, at no additional cost to me, for the number of days equal to the days comprising the duration of my disability, if my disability precludes me from using one-third (1/3) or more of the gym's facilities for a period of less than six (6) months and that disability is verified by a physician. To extend the term pursuant to this Paragraph 4b. I must give timely notice to The Strength Factory of my request to so extend.

5. CANCELLATION: I (or my legal guardian) may cancel this Contract without penalty in accordance with the following:

a. Until I receive a fully executed copy of this Contract. Upon such cancellation I will receive a full refund of all monies paid, including initiation fees.

b. Within three (3) business days after signing this Contract and receiving a fully completed copy of this Contract. Upon such cancellation, I will receive a full refund of all monies paid, including initiation fees.

c. If I die or become permanently disabled. A permanent disability means a condition, which precludes me from using one third (1/3) or more of the gym's equipment for six (6) months or more, and the condition is verified by a physician. Upon of cancellation under this Paragraph 5c., The Strength Factory shall refund to me all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term, and multiplying the result by the number of weeks elapsed in the contract term, less an administrative fee of Fifty (\$50) Dollars. The Strength Factory may require, at its expense, a physician examination of me by a physician mutually agreed upon, to verify my disability, and I hereby consent to such examination.

d. If I move more than sixty (60) miles away from the gym. Upon cancellation under this Paragraph 5d., The Strength Factory shall refund monies using the same computation described in Paragraph 5c. above.

e. If the gym closes for more than thirty (30) days and The Strength Factory fails to provide a comparable facility within ten (10) miles of the gym, I may cancel this contract upon written notice to The Strength Factory. Upon cancellation under this Paragraph 5e., I shall be entitled to a refund of all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.

f. The buyer shall notify the gym of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to the address specified in the gym contract; all money to be refunded upon cancellation of the gym contract shall be paid within forty (40) days of receipt of the notice of cancellation; if buyer has executed a credit, lien, or automatic funds transfer agreement with the gym to pay for access, any negotiable instrument or credit or lien agreement executed by the buyer shall also be returned and any automatic transfer shall be canceled within forty (40) days after the cancellation.

g. **BUYERS RIGHT TO CANCEL:** IF YOU WISH TO CANCEL THIS CONTRACT, YOU MAY CANCEL IT BY DELIVERING OR MAILING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WRITTEN NOTICE TO THE STRENGTH FACTORY. THIS NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THIS CONTRACT. THE NOTICE MUST BE DELIVERED OR MAILED TO THE STRENGTH FACTORY AT 6415 N MERIDIAN AVENUE, OKLAHOMA CITY, OK 73116. IN THE CASE OF TERMINATION UNDER PARAGRAPH 5b., THIS NOTICE MUST BE DELIVERED OR MAILED BEFORE 12:00 MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN AND RECEIVE A COPY OF THIS CONTRACT. IN SOME CASES, AS DESCRIBED IN PARAGRAPHS 5a., c., d., and e. ABOVE YOU MAY ALSO CANCEL THIS CONTRACT LATER IF YOU SIGNED IT BEFORE THE STRENGTH FACTORY WAS COMPLETED, IF THE STRENGTH FACTORY MOVES OR GOES OUT OF BUSINESS, IF YOU DIE OR BECOME PERMANENTLY DISABLED, OR IF YOU MOVE FROM THE AREA. IF YOU CANCEL FOR ANY OF THESE REASONS, YOUR NOTICE SHOULD STATE THE REASON, AND THE STRENGTH FACTORY MAY BE ENTITLED TO A CERTAIN PORTION OF THE CONTRACT PRICE. IF THE STRENGTH FACTORY GOES OUT OF BUSINESS OR REFUSES TO GIVE YOU A REFUND, A BOND OR LETTER OF CREDIT HAS BEEN SECURED UNDER WHICH YOU MAY BE ENTITLED TO COLLECT.

H. NOTICE: ANY HOLDER OF THIS CONTRACT 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.

6. FEE GUARANTEE: Membership fees may be modified from time-to-time by The Strength Factory. However, no membership fee change will be applicable to me during the initial term of this Contract (but will be effective for any renewal periods).

7. DEFAULT/REMEDIES: Any monthly payment which is received more than ten (10) days after the due date shall be subject to a late charge of \$20.00, for the added administrative costs associated with same. Any payment that remains unpaid for thirty (30) days shall entitle The Strength Factory to terminate the membership, to suspend some or all membership privileges, and/or to take other actions permitted by law or in equity.

Closing of account, insufficient funds, or any other action which prevents the automatic charge for my monthly dues, if applicable, will be a material breach of this Contract. Member agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred after a material breach of this Contract.

8. MEMBERSHIP CARDS: I will be issued a membership card, which will entitle me to enjoy the benefits of membership. I will present my membership card for admittance, and I will be responsible for the proper use of the card. I will not permit anyone else to use my card. If my card is not presented, I will be required to purchase a replacement card before admittance is granted at a cost of \$5.00 (\$10.00 for each additional replacement card during the same term). Upon termination, I will surrender my membership card(s). The Strength Factory may issue a temporary replacement card for the remainder of the term.

9. **MEMBERSHIP PRIVILEGES:** I will be admitted to member activities such as open lounge, fitness training rooms, bathroom, and other designated facilities at no additional charge, as same may be available from time-to-time. Towels shall also be made available to me for use in the gym at no additional charge. Membership does not cover lessons, classes, individual or group training sessions, special programs, or rentals, some or all of which may be made available from time-to-time for additional charges. Not all programs, benefits, facilities, equipment, etc. will be available at all times. Memberships are not assignable or transferable and any attempted transfer or assignment shall be null and void.

10. **MEMBER'S RESPONSIBILITY:** All use of the gym shall be undertaken at my sole risk, and The Strength Factory and/or its Manager shall not be liable for any harm, injuries or damage to me or my property, or be subject to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of The Strength Factory and/or its Manager, its successors or assigns, as well as its officers and agents, for all such claims, demands, liabilities, damages, actions or causes of actions. It is specifically agreed that The Strength Factory and/or its Manager shall not be responsible or liable for articles lost, damaged, or stolen in, about or in connection with the gym, nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to The Strength Factory and/or its Manager, or the gym or its contents, or property or the property of any member by another member is the sole responsibility of the offending member. The foregoing notwithstanding, neither The Strength Factory nor its Manager shall be relieved by this Paragraph 10 from liability for its own gross negligence and/or willful misconduct.

11. **RULES AND REGULATIONS:** I acknowledge that The Strength Factory and the gym operates under rules and regulations established for the safety, comfort, and protection of members or other patrons, and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by The Strength Factory. Rules and regulations of The Strength Factory, in effect from time-to-time, are incorporated into this Contract by reference and made a part hereof. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of The Strength Factory, and I accept such reasonable changes as a condition of membership.

12. **GENERAL PROVISIONS:**

- a. I acknowledge I have inspected the gym and same is in full operation. No promises, representations, or warranties have been made to me by The Strength Factory or otherwise about the gym.
- b. I acknowledge and agree that the Initiation Fee represents a reasonable charge for initiating my membership considering the time and effort required of The Strength Factory.
- c. I acknowledge that it has been explained to me that this is a legally binding and enforceable contract, and that I have agreed to maintain my membership for the period of time specified.
- d. This Contract sets forth the entire agreement between me and The Strength Factory regarding my membership and any and all prior discussions, agreements, understandings, or correspondence are hereby made null and void.
- e. This Contract may be amended, modified or rescinded, or any rights hereunder waived, only by written agreement signed by me and The Strength Factory.
- f. If any term or provision of this Contract is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this Contract shall remain in full force and effect to the fullest extent permitted by law.
- g. I understand that The Strength Factory is a goal-oriented, hard-core training facility. Therefore, The Strength Factory is not responsible for any exposure to activities that occur in this type of environment. (i.e. language, screaming, loud-music, competition posing, etc.)
- h. The Strength Factory has full authorization to revoke this Contract and my membership by unanimous vote if any acts of misconduct, and/or violation of this Contract occurs during my signed Contractual Agreement.
- i. I give The Strength Factory consent to take my photos and post them on any form of social media.

"I understand that I am responsible for all reasonable collection fees, court costs, and attorney fees associated with any unpaid balances due according to this Contract. We hereby agree to all terms of this Contract, intending to be legally bound hereby, and each of us has received a complete executed copy of this Contract."

13. **CHILDREN:**

- a. Children under 13 years of age are not allowed in any fitness areas (e.g., cardio room, weight room) and must be under constant adult supervision in all other areas. Children are permitted in the locker rooms only when accompanied by a parent or legal guardian. Children four years of age and older may not use the locker room of the opposite sex. The Strength Factory is not a licensed childcare facility and is exempt from licensing pursuant to Health & Safety Code section 1596.792.
- b. If a child cries for more than 10 minutes, the parent must remove the child.
- c. Wet clothes or swimsuits are not permitted.
- d. Children must wear shoes on the floor. Bare feet are not permitted.
- e. The Strength Factory reserves the right to refuse the care of any child.
- f. If an attendant feels that child safety is at risk, we reserve the right to refuse service to Member/Parent.

14. **Legal Guardian - A legal guardian may be required to provide The Strength Factory with documentation showing status of guardianship. Grandparent - Members may allow the Grandparent(s) to bring their children in to the club. The parent(s) must have the children on the membership and the grandparent(s) must have signed a day pass. Member must notify The Strength Factory in writing if at any time the grandparent ceases to be authorized by the parent to act as legal guardian of said children.**

15. **CONDUCT**

The Strength Factory Management reserves the right to suspend or terminate the privileges of members who do not conform to The Strength Factory Rules. The Strength Factory adopts a zero tolerance policy regarding inappropriate conduct. Such conduct may include (but is not limited to) loud, boisterous or obscene language and/or gestures; profanity or other offensive or abusive language; lewd conduct; harassment or abusive conduct towards members or employees; threats of violence or violent acts; attempts to reprimand gym employees; violation of the gym dress code; as well as any conduct that, in the sole and exclusive judgment of The Strength Factory management, may endanger the best interest of the gym, its employees, members or guests. Members are also responsible for the conduct of their children and guests.

DAMAGES

Any damage to The Strength Factory’s property by any member, his/her guest or children shall be paid for by the member.

DRESS CODE

- In workout areas, Close-toed shoes are required at all times. Bare feet are not permitted in the facility. Stockings (or socks) covering feet, sandals, hard-soled dress shoes and jeans are not permitted.
- The Strength Factory also is a competitors facility and those select members may/may not pose and/or preform posing routines within the facility.
- Messages and images on attire or facial coverings that, in the sole and exclusive judgment of management, violate policies against harassment or discrimination, are prohibited.
- The Strength Factory may in its sole and absolute discretion disallow use of the gym to any person not in compliance with this policy.

OBSTRUCTING EMPLOYEES

It is unbecoming, and shall be grounds for disciplinary action, including termination of membership, for members or guests to abuse any of the gym staff, verbally or otherwise. Members shall not instruct any gym staff, nor shall members request any of the staff to leave the gym for any purpose whatsoever. Members are requested to report misbehavior or violations of rules or laws committed by employees, and other members or guests, to the General Manager. Violations will be subject to disciplinary action as deemed necessary by The Strength Factory. Members are not permitted to request special personal services from employees.

SMOKING

The Strength Factory is proud to provide a completely non-smoking environment. Smoking is not permitted anywhere on gym property.

BICYCLES

Bicycles are not permitted in the gym.

ANIMALS

Animals AND/OR Service animals are permitted in the gym. You will be subject to exposure to these animals. However, The Strength Factory owners and/or staff have the right to access charges for clean-up and ask all animals to be on a leash. If your animal becomes aggressive or you fail to abide by these rules, we will ask you and animal(s) to leave the premises.

SOLICITATION

Members cannot post or circulate commercial advertisements in or around the gym, nor can they solicit funds.

PROHIBITED ITEMS

Weapons and illegal drugs are not permitted on gym property. Alcoholic beverages are not permitted, except at authorized club-sponsored social events. Use of anabolic steroids is prohibited.

Accepted by The Strength Factory, LLC

_____/____/____
Member’s Signature Date

_____/____/____
Gym Consultant Signature Date

Print Name

Print Name

We hereby renew this Contract upon the same terms for the period from _____, 20__ to _____, 20__.

Member’s Signature Date

Gym Consultant Signature Date