

# GOLD'S GYM<sup>®</sup>

## EXPRESS MEMBERSHIP AGREEMENT

Date \_\_\_\_\_

Barcode # \_\_\_\_\_ #2601 8741 Hospital Drive, Douglasville, GA 30134

New       Rewrite Agmt # \_\_\_\_\_       Conversion Agmt # \_\_\_\_\_

I herewith purchase membership in GOLD'S GYM, independently owned and operated by Douglasville Health & Athletic Club, LLLP.

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last \_\_\_\_\_ Birthdate \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

MALE  
 FEMALE

E-MAIL \_\_\_\_\_ Primary Phone # \_\_\_\_\_

Cell Phone # \_\_\_\_\_ Driver's License # \_\_\_\_\_

How did you hear about us? \_\_\_\_\_ Have you ever belonged to a gym?     Yes     No

**JOINING FEE & DUES:** Normally, a \$79 joining fee with each membership and last month dues are paid at joining:

- BASIC XP** \$15/month - Now just \$42.99 joining fee - month to month    \$57.99 due at joining
- SILVER XP** \$19.99/month - Now just \$38 joining fee - month to month    \$57.99 due at joining
- GOLD XP** \$24.99/month - Now just \$1 joining fee - 12 mo minimum term \$25.99 due at joining
- \_\_\_\_\_ \$ \_\_\_\_\_ due at joining

**THE FACILITY ENHANCEMENT FEE** of \$29 will be drafted annually for improvements to the gym equipment and facilities *and to guarantee your membership rate*. Your account will be drafted on or soon after **October 17** or **May 17**, whichever occurs first following 60 days after the date you joined. I understand my account will be drafted annually on or soon after  **October 17**  **May 17**

**Member Initials** \_\_\_\_\_

**BILLING FOR DUES:** By signing this agreement, I authorize the club to bill my bank account or credit card for my monthly dues as selected above. After the indicated minimum membership term, the membership **AUTOMATICALLY RENEWS MONTH TO MONTH UNTIL GOLD'S GYM** has received and acknowledged written notice from me to stop charging my account at least thirty (30) days prior to the last billing.

**DATE OF BILLING:** Dues will be drafted monthly beginning \_\_\_\_/\_\_\_\_/\_\_\_\_.      **Member Initials** \_\_\_\_\_

**CONSUMER RIGHT OF CANCELLATION.** (a) You (the buyer) have 7 business days to cancel this contract. To cancel, mail or hand deliver a letter to Gold's Gym, 8741 Hospital Drive, Douglasville, GA 30134

Do not sign this contract if there are any blank spaces above. In the event optional services are offered, be sure that any options you have not selected are lined through or that it is otherwise indicated that you have not selected these options. It is recommended that you send your cancellation notice by registered or certified mail, return receipt requested, in order to prove that you did cancel. If you do hand deliver your cancellation, be sure to get a signed statement from an official of the club, acknowledging your cancellation. To be effective, your cancellation must be postmarked by midnight, or hand delivered by midnight on \_\_\_\_/\_\_\_\_/20\_\_\_\_, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you.

(b) You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex and vice versa. To cancel, send a written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail, return receipt requested.

**WARNING.** I understand that if I have a history of heart disease, I should consult a physician before utilizing the facility. I have read this agreement and I have been given a copy of this agreement. This is the entire agreement between the parties and no oral statements may modify this agreement. By signing the face of this document I accept and agree to the information on both sides.

Signature \_\_\_\_\_ (buyer or parent/guardian)

Staff to complete: Initial term begins \_\_\_\_/\_\_\_\_/20\_\_\_\_ and renews \_\_\_\_/\_\_\_\_/20\_\_\_\_     Picture taken     Former Member

Accepted by \_\_\_\_\_ for GOLD'S GYM



**PLEASE ATTACH A VOID OR BLANK CHECK  
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 of

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

VISA     MASTERCARD     AMERICAN EXPRESS     DISCOVER     DINER'S CLUB

CHECKING     SAVINGS

PRINT NAME AS IT APPEARS ON ACCOUNT

CREDIT/DEBIT CARD NUMBER \_\_\_\_\_

EXP. DATE \_\_\_\_\_/\_\_\_\_/\_\_\_\_

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

ROUTING NUMBER (9 DIGITS) \_\_\_\_\_

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

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](http://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 following Applicant(s):

DATE \_\_\_\_\_ ACCOUNT HOLDER SIGNATURE \_\_\_\_\_

# GOLD'S GYM EXPRESS MEMBERSHIP

**PLAIN TALK ABOUT YOUR MEMBERSHIP:** We want everyone to get results and have a safe, fun and enjoyable gym experience. We promote four simple points of respect that make this gym a friendly and comfortable place to be: Respect yourself, other members, the staff and the facilities. You'll see signs around the gym explaining in detail what is meant by these points of respect. Members who respect themselves, other members, the staff and the facilities are welcome. Only jerks fail to give common-sense respect. Everyone is welcome at Gold's Gym Express except jerks. Jerks get reminders to mend their behavior. If they continue to be a jerk, we part ways.

You are buying a gym membership and are agreeing to pay dues every month regardless of you using the gym. If you don't use the gym, the staff still gets paid and are waiting for you to use the gym. The expenses of running the gym keep on going because if you come in and the gym is not ready, you're going to be mad as heck.

Keep money in your account or credit on your card to pay your monthly dues. If you don't, your dues don't get paid, the banks and credit card companies charge a bunch of money, like \$25, and we have to pass that on to you.

Make a note of when your fee is due.

We don't have ESP so we don't know when your account has changed unless you tell us. When you get a new account or card number or the account or expiration date changes, tell us! If you don't tell us, your dues won't get paid, then more late charges happen which you don't like and neither do we.

We're into cleanliness and hygiene. We'll keep the place clean and neat but you have a helping role in this. **We respectfully require you to carry a towel and wipe the equipment clean when you finish.** Beautify America, wear a clean shirt that doesn't show unnecessary skin. And, for goodness sake, don't wear clothing that makes you look like a sweat hog.

We're also very into your safety and security. We check all members in with their ID cards and verify guest's identity with their driver's license.

Don't feel offended when your best friend behind the desk requires you to use your ID card or your guest is asked to show ID. Follow the security reminders around the gym and you'd be wise to use them in all public places.

OK, we've tried to make this simple but you're supposed to read the rest of this before you sign the agreement.

**MEMBER OBLIGATION.** Member is responsible for payment of membership obligation. Failure to use the membership and utilize the club programs and facilities, which are available to member, does not relieve member of responsibility for payment. A \$15 service charge will be added each month to payments delinquent by over 10 days. Accounts in arrears by more than 30 days will be suspended until the account is reconciled and the club reimbursed the actual cost of collection. The membership is absolutely nonrefundable in whole or in part unless: If you should die or become permanently disabled during the membership term or any renewal term, your estate may cancel the contract. The health spa is entitled to a reasonable predetermined fee in such event, in addition to an amount computed by dividing the total cost of your membership by the total number of months of the membership and multiplying the result by the number of months expired in the membership term. Reasonable proof of death or permanent disability may be required under this paragraph.

**BASIC XP Membership:** Member may use the exercise equipment at Gold's Gym XP on Hospital Drive. Not included: Wet facilities, free Group Fitness, Tennis and Tanning. Group Fitness is \$4 per class paid at front desk in advance of class. Members 18 and older may bring a permitted guest 18 and older free only on guest's first visit. See "Guest Policy." Group Fitness is \$4 per class paid at front desk in advance of class.

**SILVER XP Membership:** In addition to Basic XP privileges Silver XP member may use Group Fitness classes at Gold's Gym XP. Member has guest privileges at Gold's Gyms world-wide 14 times a year for each gym more than 50 miles from XP.

**GOLD XP Membership:** In addition to privileges of SILVER XP membership the GOLD XP member may use the tennis courts, steam, whirlpool and tanning. Tanning usage is limited to once daily and subject to current gym rules. GOLD XP member may bring a permitted guest 18 and older free each day in accordance with "Guest Policy" below. GOLD XP members (no guests) can use Gold's Gym West Cobb or Chapel Hill Mon-Thurs nights, 8:30 pm – 4:30 am.

**VIP (3 gym) Membership:** In addition to the GOLD XP privileges except tanning, VIP member may use Gold's Gyms of Chapel Hill and West Cobb during open hours. Group Fitness is included at no additional charge. Guest privileges at Hospital Drive are the same as GOLD XP members. Guest rules at CH and WC are different: no unlimited guest privileges at WC and CH. Some services require additional fees. Tanning is NOT included in this membership but may be added for an additional monthly fee.

**CHILDREN** must be on a membership to use permitted parts of the club. Parents are responsible for the conduct and safety of their children. Children under 12 may only use the tennis courts and may not be in the gym except to use the locker rooms. Male children over 4 may not be in ladies' locker room and no female children may be in the men's locker room.

**GUEST POLICY:** Guest fee is \$10. Basic XP and Silver XP members, 18 or older, may bring a guest, 18 or older, free only on the guest's first visit. Thereafter the guest fee is \$10 except gym reserves the right to limit guest visits. GOLD XP and VIP members may bring one guest, 18 or older FREE each day to Gold's Gym XP on Hospital Drive. This policy is only at XP. Members must accompany their guest throughout the guest's visit. Guests have the same privileges as their host except guest may not use tanning or night usage at West Cobb or Chapel Hill. On every visit guests must legibly complete a guest register and show a drivers license with picture. Guests, at the discretion of management, may be required to have an orientation/personal safety tour and if unwilling to comply with gym rules admission will be refused. Unaccompanied guest must show a second form of ID. Guests under 18 must be accompanied throughout their visit by a responsible adult. The gym reserves the right to refuse admission to any person.

**ID CARD:** Member ID card is to be shown each time member enters the club or pay a \$5 fee, sign in and show a picture ID such as a drivers license.

**SMOKING** and use of tobacco is not permitted in the club or on premises.

**DROPPING OF WEIGHTS and LEAVING FREE WEIGHTS ON FLOOR** will not be tolerated and member agrees to pay for damage caused from any careless use of equipment or facilities or dropping of weights.

**SAFETY:** Do not exercise or use steam room or whirlpool if you have recently eaten or drunk alcohol. Stop exercising if you are dizzy, overheated, or short of breath. Do not use equipment that you are unfamiliar with. Gym bags can be a safety hazard and are not permitted on the exercise floor. Be careful of wet surfaces. Shower shoes are recommended in locker rooms. Do not remain in steam room or whirlpool for more than 12 minutes total. Pregnant women and children under 12 cannot use steam room or whirlpool.

**EXERCISE CLOTHING** is required in the equipment work-out areas to include at least a shirt, shorts and soft-soled shoes. Street clothes are not permitted while working out.

**HYGIENE:** No overnight storage in lockers. **Carry a towel during work-outs to wipe perspiration from the upholstery.** No shaving except at vanities. Members with wet facility privileges are required to soap and shower before entering whirlpools and steam room.

**GYM COURTESY:** Use circuit equipment in the numbered sequence. Do not break in ahead of others during their workout. Do single sets when others are waiting. Limit use of cardiovascular equipment to 30 minutes when others are waiting. Strip weights from machines when through. Pick up and return weights to their proper place.

**WAIVER:** Member agrees and represents that all exercises, treatments, and use of all club facilities shall be undertaken at the members own risk, that he/she is in good physical condition and physically able to undertake any and all physical exercises and treatments provided by the club, and that the corporation which owns the club and/or any affiliated companies and/or their respective agents and employees, shall not be liable for any claims, demands, actions or causes of action, whatsoever, to member or his/her property arising out of or connected with the use of any of the services and/or facilities of such corporation and of any affiliated companies and/or their respective agents and employees or the premises where the same are located, and the member does hereby expressly forever release and discharge said corporation and any affiliated companies and their respective agents and employees, from all such claims, demands, injuries, damages, actions, or causes of action. In case of any accident, member agrees that he/she will be examined at his/her sole expense by a licensed physician who shall report in writing to both the member and the corporation owning the club.

Under this agreement no payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health spa at which the contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

Member agrees to conduct himself or herself in a quiet, well-mannered fashion and reserve criticism of any major kind about other club members, guests, or club personnel until in a private office with the club manager. The club reserves the right to revoke or terminate the membership if the member fails to keep and obey any of the club rules and regulations.

The club, the corporation owning the club, and the agents and employees of both shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of any members. The club reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of the club. The club shall have the right to change, remove, move, eliminate, add to or modify equipment and building in the club in any manner deemed necessary by club management.

In the event that the member in minimum term has moved (not intends to move) since joining the club such that neither his residence nor place of employment are within 10 miles of the club, then upon furnishing a request and evidence in writing suitable to the club, the club and payment of an \$89 termination fee the club will terminate the membership.

**Gold's Gyms Douglasville and Chapel Hill are independently owned and operated by The Douglasville Health & Athletic Club, LLLP. Gold's Gym Franchising, Inc., or any related party is not the owner or operator of this Gold's Gym facility. The owner and operator of this facility has been licensed by Gold's Gym Franchising. to use the Gold's Gym marks in connection with its operation. Neither Gold's Gym, Inc., nor any related party is contractually or otherwise liable to you being that the owner is liable for the debts and obligations of this facility.**

## Notice

**State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health spa ceases to conduct business. Health spas do not post a bond, and there may be no other protections provided to you should you choose to pay in advance.**