

Evolution Krav Maga LLC	Evolution Krav Maga 10 Malin Rd Malvern, PA 19355 484-318-9794	Evolution Krav Maga DE 206 Lantana Dr Hockessin, DE 19707 484-318-9794
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Membership Agreement
The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of credit transaction based on race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to contract). The agency with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BUYER INFORMATION

LAST NAME	FIRST NAME	DATE OF BIRTH	AGE
MAILING ADDRESS		CITY	STATE
HOME PHONE		EMAIL ADDRESS	
EMERGENCY CONTACT:		PHONE	

RENEWAL TERMS

Prorated month for month of: ___/___, billed within 48 hours.

Consecutive payments of \$ 159 with first payment due ___/___/____. This membership will automatically charge monthly unless written notice to the gym is obtained more than 15 days prior to the next billing date.

*** NOTICE***

This initial contract shall not be for a period in excess of 36 months, and thereafter shall only be renewable automatically, within 30 days before the expiration of the contract in effect.

Should you (THE BUYER) choose to pay for more than 1 month 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 studio and/or this business location ceases to operate. This studio is not required by law to provide any security, and there may not be other protections provided to you should you choose to pay in advance. This contract is subject to the terms and conditions printed on the reverse side which are made a part hereof and which buyer acknowledges that he or she has read.

YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method; a \$25.00 fee will be added to each monthly installment to cover the costs of processing and handling.

I ELECT TO PAY MY MONTHLY DUES VIA:

Electronic Funds Transfer (EFT) from my Credit Card.

Paid in full today with Credit Card with 5% discount

Paid in full today with **CASH** with 10% discount

10% Active Military or LEO

Refer a friend discount

Special circumstance (owner only)

EFT

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

Visa MasterCard American Express Discover

Credit Card number: _____

Expiration Date: ___/___

CVV Security Code: _____

Approved by Instructor: _____

YOUR PAYMENT SCHEDULE:
1ST OF EVERY MONTH (first month may be prorated)

AUTHORIZED SIGNATURE	DATE
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CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should students permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. Students agree to follow school rules as promulgated from time to time. Violation of these rules may be the cause of suspension or cancellation of membership.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/STUDENT COULD ASSERT AGAINST THE SCHOOL AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/STUDENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/STUDENT TO THE SCHOOL PURSUANT TO THIS CONTRACT. YOU THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF SCHOOL'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE SCHOOL. IN THE EVENT, THE SCHOOL CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment

Email **Student #** **Discord** **Welcome** **Copy**

NOTICE

CLIENT AGREES THAT USE OF ALL FACILITIES WILL BE AT CLIENT'S RISK. CLIENT WAIVES ANY CLAIMS FOR INJURY TO CLIENT OR FOR DAMAGE, LOSS, OR THEFT OF CLIENT'S PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY FACILITY (INCLUDING PARKING AREA). CLIENT ASSUMES ALL LIABILITY IN THE EVENT HIS/HER GUEST (OR GUESTS OR ANY FAMILY MEMBER) IS INJURED OR SUSTAINS ANY LOSS.

Clients will have the right to use the facility subject to the terms and conditions herein and to all rules and regulations of Evolution Krav Maga LLC as posted and available, which are currently in effect, or which may be in effect in the future. The facilities, equipment, locations (any change of location less than FIFTEEN (15) miles from the location designated in the contract), hours, service, rules, regulations and policies may be changed or discontinued without notice or liability to Client at any time. Client is not relying on oral representations in entering this contract and this contract constitutes Client's entire agreement. No modifications of this contract will be effective unless in writing or signed by Client and a representative of Evolution Krav Maga LLC management (Manager or Assistant Manager).

Client privileges may be suspended for a breach of rules and regulations, undesirable behavior, or violation of the terms and conditions of this contract. The failure of any provision of this contract shall not affect the enforceability of the remaining provisions.

Client acknowledges receipt of an exact copy of this contract at the time of execution, and that all blanks were completed and filled in, and that Client has read the disclosure contained herein prior to signing the contract.

CONSUMER'S RIGHT OF CANCELLATION: Client may cancel this contract without penalty or obligation within three (3) business days, exclusive of holidays and weekends, from the contract date. This contract may also be canceled upon proof of the death of the client or upon a doctor's written orders in the event client should become physically unable ever again to make use of a substantial portion of the offered services. Clients may cancel this contract if all services cease to be offered as listed in this contract. If client cancels this contract for either of these reasons Evolution Krav Maga LLC may keep only a portion of the contract price. Client may notify Evolution Krav Maga of client's intention to cancel under provisions of "CONSUMER'S RIGHT TO CANCEL" by notice to Evolution Krav Maga LLC location set forth above by written notice (registered or certified mail) or in person within 10 business days of the next billing cycle.

Evolution Krav Maga LLC certification must be completed by the doctor to comply with MEDICAL right of cancellation as noted in "Consumer's Right of Cancellation" paragraph above.

In the event Evolution Krav Maga LLC ceases doing business and fails to provide similar facilities of equal quality within thirty (30) days, or moves its facilities more than fifteen (15) miles from the location designated in the contract, Evolution Krav Maga or Evolution Submission Grappling agrees, upon written request from Client, to cancel the Contract and refund such portion of the contract fee which has been paid to Evolution Krav Maga LLC, computed by dividing the total fee actually paid by the number of days in the contract term for which payment has been received and multiplying the result by the number of days remaining in the contract term for which payment has been received. The business location shall not be deemed out of business when temporarily closed for repair and renovation of the premises, upon sale, for not more than 14 consecutive days, ordering ownership, government shut down, for not more than seven (7) consecutive days and not more than two periods of seven (7) consecutive days in any calendar year. The client is advised that should Evolution Krav Maga LLC go out of business, the client should contact their State Department of Agriculture and Consumer Services within sixty (60) days of such closing for information.

This contract is entered into and signed with the client's complete understanding and acceptance of Evolution Krav Maga LLC Rules and Regulations as noted herein. Client further agrees to abide by said Rules and Regulations as well as other Rules and Regulations currently governing Evolution Krav Maga LLC now or as changed in the future. THIS CONTRACT IS EFFECTIVE UPON SIGNING AND CANNOT BE CANCELED BY CLIENT EXCEPT AS PROVIDED ABOVE. Contract is valid upon acceptance by Management of Evolution Krav Maga LLC and issuance of client card. The signature of an authorized manager is required (file copy only).

CANCELLING YOUR ELECTRONIC TRANSFER OF FUNDS DOES NOT RELEASE YOU FROM YOUR CONTRACTUAL OBLIGATION TO EITHER THE SCHOOL AND WILL START THE PAYMENT RECOVERY PROCESS.

I understand that I am in full control of my payments, and if at any time I decide to discontinue the Electronic Funds Transfer (EFT) payment method, I will simply notify Evolution Krav Maga LLC according to the instructions below.

I understand that if for any reason my payment is returned for insufficient funds (NSF) I will be charged a \$30.00 fee or 5% of the amount of the check, whichever is greater. If I have authorized payment by either EFT or credit card my account will automatically be charged that fee during the next debit cycle.

This authorization is to remain in full force and effect until the agreed amount is paid in full or until Evolution Krav Maga LLC has received written notice from me of its termination in such time, and in such manner to afford Evolution Krav Maga LLC, a reasonable opportunity (two (2) week notice required prior to debit date) to act on it prior to charging account. After account has been charged, I have the right to have the amount of an erroneous debit immediately credited to my account by Evolution Krav Maga LLC provided I send written notice of such debit entry in error to Evolution Krav Maga LLC within fifteen (15) days following issuance of the account statement or forty-five (45) days after posting, whichever occurs first.