



118 S. Hamilton St., Saginaw, Michigan 48602, (989) 401-1898

Authorization Terms

By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes and charges) and/or a description of how they will be calculated, are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying you of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.

X _____

Date: _____

I have read and accept the Authorization Terms above.

Notes:

- Your Monthly Membership Fee will be billed to your account on the _____ of each month beginning on the indicated date for indicated amount per month until you cancel in accordance with this agreement.
- If you have a minimum monthly term, your account below will be billed for a minimum of the indicated number of months **and will continue on a month-to-month basis at the monthly rate above until you cancel in accordance with the terms of this agreement.**
- Your Monthly Membership Fee is guaranteed so long as you remain a member in good standing including payment of all monthly dues and your Annual Membership Fee.
- An Annual Membership Fee will be billed to your account below on or around the 1st beginning on the indicated date for indicated amount and will continue to be billed on or around the anniversary of that date each year thereafter until you cancel in accordance with the terms of this agreement.
- To cancel your monthly membership and stop the billing of the Monthly Membership Fee on or around the 17th of each month, the club must receive written notification delivered to the club by the 10th of the month either in person or preferably via certified mail to the club address listed above. Please note it may take up to seven (7) business days for any membership or billing changes to take effect. In order to cancel your membership prior to the billing of the Annual Membership Fee, the club requires written notice delivered as described above no later than the 25th of the month before such billing. The Annual Membership Fee is fully earned when received and is non-refundable.
- If your monthly membership has a minimum term, and you wish to cancel your membership before the end of the term for reasons other than those listed in Section 9 of this agreement, a \$75 buyout fee is required.
- If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified mail to the address listed above.
- If your credit or debit card expires, you authorize us to obtain a new expiration date from the card issuer, if we choose to do so, and/or to continue billing the card in accordance with the terms of this agreement (whether or not we have obtained a new expiration date).
- In accordance with applicable law, if our first attempt to collect any fee under this Agreement is unsuccessful, we may make additional attempts to collect from any/all payment methods you provide us, and a service fee of up to \$25 or the maximum amount allowed by law may be applied for each instance we submit or re-submit such payment request and it is returned uncollectable for any reason including, but not limited to, insufficient funds, expired or cancelled payment cards, overdrafts and closed accounts. We are not liable for any fees charged by your financial institution in the event a payment request is returned as uncollectable.
- **Cancellation & Billing Policies: I have read and understand the cancellation rights and billing policies.**

X _____

Date: _____

I have read and accept the Notes above.

TERMS and CONDITIONS

3. Membership

A) General: Your membership permits you to use 120 Fitness premises, facilities, equipment and services and your dues are in exchange for such access whether you use the facilities or not. Your membership is subject to all current company policies, rules, terms, conditions and limitations including, but not limited to, transferability rules, guest privilege rules, and dress code. Your membership gives you no rights in 120Fitness LLC, its management, ownership, property or operation. 120Fitness LLC may assign or transfer your membership in its sole discretion. You have no right to assign your membership or this agreement. 120Fitness LLC can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, benefits or facilities is valid only at your home club.

B) Group Fitness Instruction: 120Fitness May offer pre-scheduled group fitness instruction from time to time. The number of participants in group sessions may be limited. Group sessions will be made available either on an appointment basis or on a "first come, first served" basis. These classes are strictly informational and instructional in nature and not intended as personal training.

C) Guest Privileges: Members may bring one guest per day for free to the 120Fitness LLC location. All guests must be 18 years old or at least 13 years old if accompanied by a parent/guardian and must sign a guest registry. Adult guests must present photo identification when signing in. The 120Fitness LLC member must accompany the guest and remain on the premises during the entire visit.

D) Membership Freeze: Your membership can be frozen for verified medical reasons only at time of illness, injury or medical condition. Your freeze will be limited to the time indicated as necessary by your physician, up to a maximum of three (3) months. Your monthly dues will be automatically reinstated at the end of your freeze and billed to the account on file with 120Fitness LLC unless you cancel your membership, or you are approved for a longer freeze. Please note that you will still be billed for your Annual Membership Fee when it is due, even if your account is frozen.

E) Non-Discrimination: It is the policy of 120Fitness LLC not to discriminate against any person on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation, age or disability.

F) Change to the Membership Agreement: 120Fitness LLC may, from time to time, make changes to this agreement, other than your guaranteed Monthly Membership Fee. Such revisions will be effective immediately, provided, however, such revisions shall, unless otherwise stated, be effective thirty (30) days after notice. Your continued use of 120Fitness LLC facilities and/or services shall constitute acceptance of these changes.

G) Dispute Resolution: In the unlikely event that 120Fitness LLC is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), we each agree to resolve such disputes through binding arbitration or small claims court rather than a court of general jurisdiction. For simplicity and fairness, arbitration will be conducted on an individual basis in accordance with the American Arbitration's rules for consumer arbitration. By signing this agreement, you acknowledge and agree that you, 120Fitness LLC are each waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. This Dispute Resolution provision shall apply to this contract unless, within thirty (30) days of signing this contract, you must notify 120Fitness LLC in writing that you reject this provision. Such notification must be made in writing delivered to the club address listed on the first page. Rejection of this provision shall have no effect on the remaining provisions of this contract.

4. Rules & Regulations

You agree to follow 120Fitness LLC membership policies and club rules. 120Fitness may, in its sole discretion, modify the policies and any club rule without notice at any time. Club rules in the club or on the premises and any verbal communication from 120Fitness LLC shall be considered a part of the club rules. 120Fitness LLC reserves the right, in its sole discretion, to terminate your membership at any time, effective immediately, for violation of any membership policy or club rule.

5. Dress Code

120Fitness LLC strives to provide a safe and comfortable environment for all members. As such, 120Fitness LLC management and staff may enforce, and you agree to abide by, a dress code in all areas of the club. Clothing that may be perceived as intimidating, revealing or offensive, as well as clothing that may present a safety hazard or damage equipment, is not allowed.

6. Account Information Notifications

120Fitness LLC may contact you via telephone, email, text message or other means from time to time for the purpose of notifying you of issues related to your membership or billing information or for automatic payment processing issues. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive membership and billing-related communications from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act.

7. Facilities & Services

A) 120Fitness LLC reserves the right at any time to remove, discontinue, repair or replace equipment available to members without and effect on this agreement.

120Fitness LLC also reserves the right to make changes to the type or quantity of equipment, programs or services offered to members and to alter the hours of operation in 120Fitness LCC sole discretion. You acknowledge and agree that the equipment, programs and services currently available at the facility are subject to change from time to time and are offered on a "first come, first served basis."

B) 120Fitness LLC regularly closed its facilities (or portions of its facilities) for maintenance on a temporary basis and also closes on selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable.

8. Dues, Fees, Charges & Taxes

A) Payment Authorization. You have full control over the payment authorization and can stop it any time by notifying 120Fitness LLC as set forth on the front page of this agreement. You are responsible for notifying your bank or credit card company of any error that appears on your statement in a timely manner. You must notify 120Fitness LLC within sixty (60) days of a claimed error on your statement.

B) Charges & Taxes: 120Fitness LLC has the right to add to your prepaid dues or to your monthly dues any applicable tax imposed by the government as well as any utility charges or surcharges related to the facility.

9. Cancellation Rights (Buyer's Rights)

You may cancel this transaction in writing any time prior to midnight of the third business day after this transaction.

10. Limitation of Liability

Unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental, consequential or punitive damages, even if one party told the other party that they might suffer these damages.

120Fitness, LLC

Last Updated: 01/29/2021

