

The Active, LLC.

Membership Agreement Terms and Conditions

The undersigned ("member"), desires to become a member of The Active, LLC. and agrees to the following terms and conditions:

PAYMENT OF MEMBERSHIP FEES.

All payments to The Active, LLC. are final.

Membership: [membership_name] [price]

Billing Frequency: [billing_frequency]

Upfront Fee: [upfront_fee]

These fees are collected at time of purchase of any membership. Member agrees to pay the then-current monthly membership Fee, plus applicable taxes, each month thereafter through automatic withdrawals from an account or automatic charges to a credit card maintained by member in a financial institution, pursuant to a debit authorization form signed by Member.

Term

All memberships of The Active are either month-to-month or term limited (when paid in full, i.e. day pass or one week pass) and payments are due in advance. Automatic drafts will not be cancelled without thirty (30) days written notice, either by certified mail, hand-delivery to the management of The Active, or by electronic means (i.e., email). No refunds will apply.

DEFAULT/REMEDIES.

Any monthly payment received more than ten (10) days after the due date shall be subject to a late charge of ten percent (10%) of the amount due or ten dollars (\$10.00), whichever is greater.

MEMBERSHIP ACCESS

Member will be issued electronic access to the facility through the KISI app for access to The Active. A keyfob may be issued for an additional one-time \$15.00 fee (per keyfob) during staffed-hours or by mail, These methods of entry will entitle member to enter the premises and enjoy the use and benefit of the facilities of The Active (collectively, the "Facility"). Member agrees not to allow any other person(s) access to the facility using member's method of access, and member will not allow anyone to enter the facility along with member. Member agrees to safeguard the keyfob and electronic access. Should member violate any conditions of

membership access, the membership may be revoked with no refund and criminal prosecution may be applicable.

FACILITY AND HOURS OF OPERATION

The Facility is an unmanned fitness center and, except for any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open twenty-four (24) hours, three hundred sixty-five (365) days a year.

RULES AND REGULATIONS

Member acknowledges that The Active operates under rules and regulations established for the safety and protection of its members and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by The Active. Such rules and regulations in effect from time to time are incorporated into this agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of The Active. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

- Under no circumstances shall member move exercise equipment or use the equipment in any manner not authorized by The Active.

- All equipment shall be wiped down by member after each use, with the supplies provided by The Active.

- This membership is for member, and member only, and member will not give access to another individual.

- Member will not misuse the equipment. Should member damage or break any of The Active's equipment or property, member shall be liable for the reasonable cost of necessary repairs or replacements to such equipment or property.

- All members must be at least sixteen (16) years of age. Members under the age of eighteen (18) must have a parental waiver signed by a parent or legal guardian. Parent or legal guardian should also be a member of The Active. Contact us for a form.

- Members shall conduct themselves in a well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the facility by any other member. Any conduct deemed by The Active, in its sole discretion, to be offensive, potentially harmful, dangerous, or abusive will not be tolerated and shall be grounds for termination of member's membership by The Active. The Active shall not be responsible for any lost or stolen items.

- Member should not occupy any equipment for an extended period. Member should allow others waiting to use such equipment to work into their rotation.

- In the event of an emergency, The Active is authorized to notify the person(s) listed under participant's emergency contact information.

PROHIBITED ACTIVITIES

Alcohol, drugs (including steroids), and smoking (including electronic "vaping" devices) are prohibited within the facility. Member agrees not to use the facility or engage in any activity at The Active while under the influence of drugs, alcohol, or medication that may impair member's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of The Active's management. The Active reserve's the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the facility or on the premises.

DRESS POLICY

The Active requires that members wear appropriate clothing and footwear while in the Facility.

COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

HEADINGS

The headings in this agreement are inserted for convenience only and shall not constitute a part of this Agreement.

BINDING EFFECT

This agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement, including the schedules, lists and other documents referred to in this agreement which form a part of this agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this agreement. This agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

GOVERNING LAW

This agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Ohio.

FURTHER ASSURANCES

The parties agree to execute such further documents as may be necessary, proper, or convenient, for the purpose of fully effectuating the terms and conditions of this agreement.

SUSPENSION AND TERMINATION

I [first_name][last_name] understand that The Active may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of membership fees or for violation of any of The Active's policies and procedures, and that in so doing, The Active assumes no further liability to adhere to the terms of this agreement.

ACCEPTANCE OF TERMS

As a member, I understand that I am entitled to use the facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether I use the Facility. I agree to promptly update The Active of any change in my contact information (including address, telephone number or email address) or change in credit information.

I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.

[signature]

[first_name] [last_name]