



MEDFIELD

MEMBERSHIP CONTRACT

Client Information

			M / F
LAST NAME	FIRST NAME	DATE OF BIRTH	SEX

STREET ADDRESS	APT NO.	CITY	STATE	ZIP
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DRIVER'S LICENSE NO.	CELL PHONE	HOME PHONE	E-MAIL ADDRESS
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Contract Type (circle one): **NEW** **RENEWAL** **UPGRADE**

Membership Type (circle one): **Individual** **Couples** **Family**

Membership Frequency (circle one): **Unlimited** **3x per week** **Specialty Class**

CF Kids/CF Teens: **CF Kids (1x/wk.)** **CF Kids (2x/wk.)** **CF Teens (1x/wk.)** **CF Teens (2x/wk.)**

Agreement Duration: _____ Monthly Fee: \$ _____
 Contract Start Date: _____ Discount: \$ _____
 Contract End Date: _____ Service Charges: \$ _____
Monthly Payment: \$ _____

Payment Schedule:

___ payments of \$ _____ are due on the ___ of each month beginning _____, 20__.

EFT Request and Authorization: Client hereby authorizes Reebok CrossFit Medfield or its assigns to make periodic charges or withdrawals ("EFT Authorization") from the account used to pay the initial payment described above or the account listed below or replacement account designated by Client and accepted by Reebok CrossFit Medfield for payment of any and all fees, late charges, costs, expenses or any other monies due to Reebok CrossFit Medfield under the terms and conditions of this Agreement. Client understands that Client is entitled to notice of all varying charges and withdrawals under the EFT, but Client waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected payments or portions of the balance due described above and the corresponding service charges, both of which Client agrees are not varying charges or withdrawals. Client may change the account designated herein upon thirty (30) days written notice to, and approved by, Reebok CrossFit Medfield. Client may timely notify the financial institution in control of Client's account to terminate this Request, but such notification will constitute a default and may cause all sums under this Agreement to be due and payable immediately together with all costs of collection to extent permitted by law. Reebok CrossFit Medfield or its assigns reserves the right to add the following fees to the Client's account balance should any of the following occur. Re-submit unpaid EFT draft – ten dollars (\$10.00); unpaid EFT draft (after re-submittal) – fifteen dollar (\$15.00); unpaid credit card debit – fifteen dollars (\$15.00); unpaid customer check – fifteen dollars (\$15.00). Payments received more than ten (10) days after the due date are assessed a late fee of fifteen dollars (\$15.00).

Credit Card No.: _____ Exp. Date: _____ CVV: _____

Bank Acct. No.: _____ Routing No.: _____ Bank: _____

ADDITIONAL TERMS AND PROVISIONS

FITNESS PROGRAM MEMBERSHIP SERVICES: Reebok CrossFit Medfield's obligations hereunder and the undersigned Client's membership are conditioned upon the Client executing this Agreement and the Client otherwise complying with this Agreement (including, without limitation, the Rules defined below). For purposes of the foregoing conditions, the term, "client" shall include each individual (i.e., spouse and children) included in a membership. The Reebok CrossFit Medfield facility is located at 106 Adams Street, Medfield, MA 02052. Note that this is not an "open gym" format. All services are by class or appointment-only training, unless otherwise noted. This is **NOT** an agreement for a specific number of classes, seminars, or coaching lessons during the agreed upon period.

COMPLIANCE WITH RULES: Client shall abide by all membership and facility rules and regulations established by Reebok CrossFit Medfield, which may be posted at the facility, provided in writing, or issued orally and which may be amended from time to time in the sole discretion of Reebok CrossFit Medfield (collectively, "Rules"). I agree that improper or unauthorized use of the facility or violation of the Rules may result in membership suspension or cancellation at Reebok CrossFit Medfield's discretion.

REFUNDS: No refunds shall be made for services purchased, except as specifically provided in the Agreement.

PAYMENT AND BILLING: Client has two options for payment: (1) Payment in full may be made for all services, or (2) Monthly payment by credit card or EFT per the guidelines on page one of the Agreement. The date the Agreement is signed shall be the billing date for the Client. Each month on this date, the monthly payment is charged to the Client's credit card, or deducted from the Client's account. Should Client's credit card payment fail to authorize for any reason, a \$10 late fee will apply if Client fails to provide a valid credit card within 10 calendar days of the original rejection date.

AUTOMATIC RENEWAL AND CANCELLATIONS: All 12-month memberships will automatically continue for all monthly EFT contracts after termination of the 12-month period ("Initial Period"). Except as otherwise provided herein, a membership may not be canceled during the Initial Period. Clients who cancel prior to the end of the Initial Period will be charged a \$200 cancellation fee. In addition, Client's services will be deactivated if his/her account becomes more than 30 calendar days late.

Membership may be canceled during the first month following the Initial Period by providing written notice of cancellation via e-mail to mike@reebokcrossfitmedfield.com at least 30 days in advance of the next billing date. Clients who terminate memberships and who wish to renew will be required to pay any any outstanding balance. Reebok CrossFit Medfield reserves the right to cancel a Client's membership at any time.

CLIENT'S ADDITIONAL RIGHTS TO CANCELLATION: You or your estate may also cancel this contract for any of the following reasons: (1) if upon a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months; (2) in case of your death; (3) If the health club services to be provided under this contract are not available because the seller fails to open a planned health club or location, permanently discontinues operation of a health club or location, or substantially changes the operation of a health club or location. If you move either your residence or your place of employment more than twenty-five miles from any health club operated by the seller or a substantially similar health club which will accept the seller's obligation under the contract."

If by reason of death or disability, Client is unable to receive all Reebok CrossFit Medfield services for which Client has contracted, Client and Client's estate shall be relieved from the obligation of making payment for services other than those received or obligated prior to death or the onset of disability (subject to signed doctor's note regarding the nature of the disability). In the event Client moves further than 25 miles from Reebok CrossFit Medfield, Client may terminate this agreement by supplying proof of new residence. If client has prepaid any sum for services, so much of such sum as is allocatable to services client has not taken shall be refunded.

CLIENT’S RIGHT TO HOLD: The Client may, for periods of two weeks or longer, “put on hold” the Agreement. The request to place the Agreement on hold must be submitted prior to the hold dates (no retroactive holds) and must include an end date (or return date) with the following exceptions: Client is injured or sick, or Client is pregnant and/or has had a baby. In both cases the return date will be mutually determined based on the recovery and recuperation of the Client.

CLIENT’S DEFAULT: Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, Reebok CrossFit Medfield shall have all rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages. If Reebok CrossFit Medfield delays or refrains from exercising any rights under this Agreement, Reebok CrossFit Medfield does not waive, nor will Reebok CrossFit Medfield lose those rights. If Reebok CrossFit Medfield accepts late or partial payments from the buyer, Reebok CrossFit Medfield does not waive the right to receive full and timely payments and other charges due under this Agreement.

SUCCESSORS AND ASSIGNS: Client agrees that all terms and conditions of this Agreement shall be binding upon the heirs, Personal Representatives, lawful successors, and assigns of Client, and anyone claiming by or through Client.

GOVERNING LAW: This Agreement shall be governed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

CONSUMER’S RIGHT TO CANCELLATION:

You may cancel this contract without any penalty or further obligation by causing a written notice of your cancellation to be delivered in person or postmarked by certified or registered United States mail within three (3) business days of the date of this contract or the date of your receipt to the address specified in the contract.

Such notice shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the buyer. All monies paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation. If the buyer has executed any credit or loan agreement to pay for all or part of the health club services, any such negotiable instrument shall be void upon cancellation under this section and shall also be returned to the buyer within said fifteen days.

By signing this Agreement, Client acknowledges that Client has read, understood and agrees with all terms and conditions of this agreement. Client further acknowledges Client had received a filled-in and completed copy of this agreement, which includes the E.F.T. request and Additional Terms and Provisions. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Client and Reebok CrossFit Medfield. Reebok CrossFit Medfield has made no express or implied warranties or misrepresentations other than those expressly set forth in this Agreement to induce Client to enter into this Agreement. Any conflict between the original Agreement and any copy of the original Agreement, shall be controlled by the original Agreement.

REEBOK CROSSFIT MEDFIELD EMPLOYEE SIGNATURE

DATE

CLIENT SIGNATURE

DATE