

FOUR OAKS FITNESS CENTER

Name _____ 4 Digit Code _____

Address _____

City, State, Zip _____

Phone # (H) _____ (W) _____ (C) _____

Employer _____ How Long _____

Emergency Call _____ Phone # _____

Membership term is _____ months, beginning ____/____/____ expiring ____/____/____
*Drafting automatically extends contract

Total Contract Price \$ _____ Total Sales Price \$ _____

Payment made by: _____ Cash _____ Check _____ Automatic Bank Draft
(DRAFTING WILL CONTINUE UNTIL NOTIFIED BY CUSTOMER)

Member agrees to the above terms. Failure to comply with these terms will be handled as a debt unpaid. My Membership will be canceled with no refund if club rules are not followed. This contract may not be sold or transferred to another party.

Rights of cancellation: In addition to the rights if the cancellation stated in capital letters below, you may cancel this Membership Agreement and any related Installment Sales Contract under the following circumstances:

- (1) You are unable to receive benefits from the Seller's services because of death or disability, or are permanently disabled by doctor's orders not to utilize the facility services.
- (2) You relocate more than 8 miles from your present location and more than 30 miles from the gym location. The Fitness Center may require reasonable proof of the Member's relocation.
- (3) The Seller relocated this facility more than 8 miles from its present location or the services provided by the Seller are materially impaired.

To cancel you must send a written notice to Four Oaks Fitness Center P.O. Box 315 Four Oaks, NC 27524 or other address given to you by Seller, mailed properly and postage prepaid. The Seller will refund any unused amount within 30 days after your cancellation request.

- (1) BUYER REPRESENTS, WARRANTS AND ACKNOWLEDGES THAT THE BUYER IS IN GOOD PHYSICAL CONDITION AND ABLE TO UTILIZE GYM EQUIPMENT AND PERFORM THE EXERCISES RECOMMENDED BY SELLER IN CONSIDERATION FOR THE MEMBERSHIP GRANTED HEREBY, BUYER RELEASES SELLER AND ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND SHAREHOLDERS FROM ANY AND ALL LIABILITY CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, FOR PERSONAL INJURIES TO THE BUYER RESULTING FROM OR IN ANY WAY RELATED TO OR CONNECTED WITH THE USE OF THE FITNESS CENTER.
- (2) BUYER ACKNOWLEDGES THAT HE/SHE HAS READ THIS MEMBERSHIP AGREEMENT, AND THAT FOUR OAKS FITNESS CENTER RESERVES THE RIGHT TO ACCEPT OR REFUSE ANY MEMBERSHIP AGREEMENT SUBMITTED TO IT.

For purposes of the Buyer's rights or cancellation under this Membership Agreement and any retail Sale Contract, business days are all days other than Saturdays, Sundays, holidays and days of which the Seller's facility is not open to the Buyer. You the Buyer may cancel this contract at any time prior to midnight of the third business day after the date of this contract. You must notify Seller in writing not later than midnight of (date) _____
Member acknowledges having read this signed agreement.

Buyers Signature _____ Date _____