

**NUMA FITNESS, INC.  
MEMBERSHIP AGREEMENT**

**The undersigned ("Member"), desires to become a member of NUMA FITNESS, INC. ("NUMA FITNESS"), and agrees to the following terms and conditions:**

**1. Payment of Membership Fees.** All membership options listed below include one (1) free thirty (30) minute consultation (additional consultations can be purchased via a separate consultation agreement). Payments to NUMA FITNESS, INC. can be made by one of the following options:

**12 Month Membership**

**Annual Payment:** Under this option, a payment in the amount of \$1,980.00 must accompany the Agreement.

**Monthly Draft Payment:** Under this option, a payment in the amount of \$165.00 must accompany the Agreement.

**6 Month Membership**

**Monthly Draft Payment:** Under this option, a payment in the amount of \$185.00 must accompany the Agreement.

**Month-to-Month Membership**

**Monthly Draft Payment:** Under this option, a payment in the amount of \$205.00 must accompany the Agreement.

**3 Days a Week Membership-** Under this option, a payment in the amount of \$129.00 must accompany the Agreement.

**Student and/or Second Family Member Discount**

Please check here if the second family member discount applies. A family member is defined as an individual residing in the same household, limited to the spouse and/or child(ren) of the initial member.

Please check here if the student discount applies. A student is defined as an individual under the age of 24 who is a full-time high school or college student.

**Monthly Draft Payment:** Under this option, a payment in the amount of \$95.00 must accompany the Agreement.

Should the member select the Monthly Draft Payment option, Member agrees to pay the then current monthly Membership Fee, each month thereafter through automatic withdrawals from an account maintained by Member in a financial institution, pursuant to

a debit authorization form signed by Member.

### **Virtual Memberships**

□ **1 month- no commitment:** Under this option, a payment in the amount of \$99.00 must accompany the Agreement.

□ **3 month commitment:** Under this option, a payment in the amount of \$79 must accompany the Agreement. Three consecutive withdraws of \$79 will occur. No refunds.

**2. Term.** All memberships of NUMA FITNESS are month-to-month, semi-annual or annual, 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 NUMA FITNESS, or by electronic means (i.e., email). No refunds will apply.

**3. 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 Twenty Dollars (\$20.00), whichever is greater.

**4. Rules and Regulations.** Member acknowledges that NUMA FITNESS 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 NUMA FITNESS. 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 NUMA FITNESS. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

a. Under no circumstances shall Member move exercise equipment or use the equipment in any manner not authorized by NUMA FITNESS.

b. Member will not misuse the equipment.

c. All members must be at least sixteen (16) years of age, unless otherwise authorized by NUMA FITNESS.

d. Members shall conduct themselves in a quiet, 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. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by NUMA FITNESS, 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 NUMA FITNESS.

e. NUMA FITNESS shall not be responsible for any lost or stolen items.

f. LATE CANCELATION FEES- All classes must be booked in advance using the MindBody App. There will be a \$10.00 penalty charged for no-shows and late cancellations that are not canceled at least 6 hours prior to the class start time.

**5. Prohibited Activities.** Alcohol, drugs (including steroids), and smoking are prohibited within the Facility. Member agrees not to use the Facility or engage in any activity at NUMA FITNESS while under the influence of drugs, alcohol, or medication that may impair Member's ability to participate in training or 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 NUMA FITNESS's management. NUMA FITNESS reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility.

**6. Dress Policy.** NUMA FITNESS requires that members wear appropriate clothing and footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits. Street clothing and jeans are not considered appropriate clothing. Street shoes and black-soled shoes are prohibited within the Facility.

**7. 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.

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

**9. 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.

**10. 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.

**11. Governing Law.** This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Illinois.

**12. 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.

**13. Suspension and Termination.** I understand that NUMA FITNESS 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 NUMA FITNESS's policies and

procedures, and that in so doing, NUMA FITNESS assumes no further liability to adhere to the terms of this Agreement.

**14. 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 or not I use the Facility. I agree to promptly update NUMA FITNESS 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.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If the Member is under the age of 18,

Signature of Parent/Guardian: \_\_\_\_\_ Print

Name: \_\_\_\_\_ Date: \_\_\_\_\_