

PERSONAL BEST FITNESS MEMBERSHIP AGREEMENT

In consideration of the promises of the undersigned ("Member") and the payment of the membership fees provided herein, Personal Best Fitness, 350 Missouri Ave. Suite 103, Jeffersonville, IN 47130, hereby grants permission, revocable and terminable as hereinafter provided to Member and any Affiliate Member (as herein defined) to use the fitness of Personal Best Fitness located at Water Tower Square, Jeffersonville, Indiana (the "Facility"), all on the terms and conditions set fourth herein.

1. The Term of this Agreement is for a period of Three (3) months beginning _____, 20____ and terminating _____, 20____. After said termination date, Agreement will remain in full force and effect until Personal Best Fitness has received written notification and a returned key fob from Member to terminate.
2. The permission granted to Member and Affiliate Member to use the Facility is not exclusive.
3. The Member and any Affiliate Member shall, at all times, abide by the Rules and Regulations of use posted at Facility which may be changed from time to time without prior notice by Personal Best Fitness and without the consent of Member or any Affiliate Member. The Rules and Regulations shall not, by implication or otherwise, amend, modify, replace or void any provision of this Agreement or of any Release of Claims signed by Member or any Affiliate Member.
4. The membership fee which Member agrees to pay to Personal Best Fitness for Member's use of the Facility and the equipment located therein for the term of this Agreement is \$_____ (the "Membership Fee"). This fee allows use of the Facility only by Member and does not allow use by guests of Member, temporary or otherwise.
5. The term "Affiliate Member" or "Affiliate Members" shall mean _____ in number of employees or associates of Member who shall also have rights to use of the facility subject terms and conditions of this Agreement. The fee which Member agrees to pay to Personal Best Fitness for the above number of Affiliate Members for the term of this Agreement is \$_____ ("Aggregate Affiliate Members Fee"). The Member has given Personal Best Fitness the names of all Affiliate Members which shall be allowed use of the Facility under this Agreement. The Member may, from time to time but not more frequently than monthly, provide Personal Best Fitness with an amended list of Affiliate Members showing an effective date for the updated list. Only those Affiliate Members shown on the then current list shall be entitled to use the Facility. The list of Affiliate Members shall never exceed the number of Affiliate Members provided for in this paragraph. Affiliate Members shall not permit guests to accompany them at the Facility.
6. The Membership Fee & The Group Personal Training Fee may be paid by Member in equal consecutive monthly installments of \$_____ each commencing on the 1st _____ or the 15th _____ of each month following the date of the Agreement, payable in advance without notice or demand on the 1st or 15th day of the month. Fees for the first and last month of this Agreement shall be prorated if necessary. Failure of Member to pay all or any portion of a shall have the rights provided for herein for such default.
7. Each Member and Affiliate Member shall sign a "Release of All Claims" form prior to such person's initial use of the Facility. Member has examined a blank form of such release and agrees to the use of such form in connection with this Agreement.
8. This Agreement may be cancelled by Member, without cause, before midnight of the third day after the date this Agreement is signed by Member by written notice in any Center form delivered in person or mailed by certified or registered mail to Personal Best Fitness at the address above stated. The notice must be accompanied by all memberships keys if any, previously delivered to Member and Affiliate Members. Any prepaid fees shall be refunded to Member within thirty (30) days of receipt of notice of cancellation.
9. The Member may cancel this Agreement as to itself or an Affiliate Member in the event of death or total physical disability for the duration of the term. The Member may cancel this Agreement in whole if: (1) the Facility is moved to a location that is more than 5 miles from its current location or (2) the Facility is no longer available for use as provided in this Agreement because of permanent discontinuance of operation. If this Agreement is so

cancelled, Personal Best Fitness is entitled to retain fees paid in advance prorated to the date of cancellation.

10. The Member and any Affiliate Members shall not remove, disable or damage any part of the Facility or any equipment therein.
11. In the event that Member or an Affiliate Member defaults under the terms of this Agreement, fails to abide by the Rules and Regulations of the Facility or fails to sign and deliver a Release Of All Claims Form provided for in this Agreement, then Personal Best Fitness may immediately cancel its Agreement without advance notice and prohibit access to the Facility by Member and all Affiliate Members and thereafter pursue all other legal and/or equitable remedies against Member and/or Affiliate Members including reimbursement of all litigation expenses and reasonable attorney fees incurred in the enforcement of this Agreement.
12. Time is of the essence of this Agreement. This Agreement shall be governed by the laws of Indiana, and contains the entire agreement between parties. This Agreement shall be amended only in writing and signed by both parties. Verbal statements by Personal Best Fitness, agents or employees shall not be binding and only the terms of this Agreement shall be enforceable by either party against the other party hereto. Subject to the prohibition of assignment by Member and Affiliate Members, this Agreement shall be binding upon the heirs, successors and assigns of the parties. The parties waive trial by jury as to all issues arising out of or related to this Agreement and agree that any litigation between the parties shall be commenced in Clark County, Indiana.
13. Member acknowledges receipt of a signed copy of this Agreement.

Dated this _____ day of _____, 20_____.

Personal Best Fitness

Member

By _____

Address: _____

Telephone _____

E-mail Address _____

Authorization Agreement for Pre-Arranged Payments (ACH Debits)

I hereby authorize Personal Best Fitness to initiate debit entries electronically, by paper means or by any other commercially accepted method to be charged against the checking account of:

Name of

Client: _____

(as shown on bank records)

Account Number: _____ Transit/ABA No. _____

Bank Name: _____

Bank Address: _____ City _____ State _____

(Branch where account is maintained)

(Please attach a blank check marked VOID for accuracy)

And to initiate, if necessary, credit entries and adjustments for any adjustments for any debit entry in error, to my (our) account is imitated above and the Depository (Personal Best Fitness) to debit the same to such account. This authorization is for \$ _____ per month for a minimum of three months. I (We) understand that the entry will occur on or around the 1st _____ or 15th _____ of every month.

This authority is to remain in full force and effect until Personal Best Fitness has received written notification from me (either of us) of its termination in such time and in such manner as to afford Personal Best Fitness a reasonable opportunity to act on it, but in no event will it occur later than 5 business days prior to the scheduled date of the next transaction. I (We) must confirm any oral notification in writing fourteen (14) days after it was made or it ceases to be binding.

The debit entry on your bank statement will constitute receipts for payment of the charges. If a debit entry is refused payment by the bank for any reason, other than an error in drawing, it will be determined that payment of charges was not tendered by the Client and access privileges will be terminated. In the even of an erroneous charge to the account, I (We) will send written notice to Personal Best Fitness within 60 days of the first statement of account on which the error appeared.

Client Name (print): _____ Date: _____

Signature: _____

Telephone (work): _____ (home): _____