



MEMBERSHIP CONTRACT
GLORIFIED FITNESS INCORPORATED

GENERAL APPLICANT INFORMATION

First and Last Name:
Preferred Name
Date of Birth:
Spouse's Name (If applicable):
Address:
City / State:
Zip:
Phone:
Email:
Employer/Group Name:
Emergency Contact Name:
Emergency Phone:
Emergency Contact Address:
PROMO CODE:
Names on Contract:
Referred By:

1. MEMBERSHIP TYPE(S) AND DUES (Check all that apply)

Table with columns: Membership Type, Payment (Monthly, Annual), Member Count, Automatic Monthly Withdrawal (Auto Draft). Rows include Regular Adult, Group, Family, Veteran, Regular Child, 55 or Better, Student, Multi-Child.

Start Date / / End Date / /

Initial Dues: \$ (Monthly = first & last month, with first month pro-rated)

One-Time Processing Fee: \$5.00 (waived for active members and repeat customers)

Travel Fee: \$5.00 per instance up to 10 miles (if applicable for remote sessions)

Total Due Today: \$ (Initial Cost + Fees + Applicable Sales Tax)

Payment Method: Cash Cash App Zelle PayPal Credit Card Groupon

Check Number Name on Card:

COMPLETE BELOW FIELDS FOR RECURRING CHARGES (Monthly Bank Draft or Credit Card Payments)

Bank Name: Card #:

Acct #: Expiration Date: (MM/YY)

Routing #: CVV:



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2. APPLICATION

I apply for membership in the Glorified Fitness Incorporated ("GFI") fitness and learning center located in the Northland Plaza at 2703 Northland Plaza Drive, Columbus, Ohio 43231. I represent and warrant that I am 18 years of age or older and all facts and information set forth above and/or in the Membership Application (the "Application") dated the date hereof are true, correct and complete. The Application is incorporated by reference and made a part of this Membership Contract (the "Contract"). I am referred to in this Contract as a "Member." GFI and I are collectively referred to in this Contract as the "Parties" and individually as a "Party."

3. PAYMENT

- a. Monthly Payment: Under this option, I must pay the Total Due Today upon signing this Contract. The Total Due Today will include the first and last month payment, plus any relevant processing fee. I agree to pay my monthly amount (\$_____), or an increased amount as specified in Paragraph 7 for any renewal period, each month thereafter through "automatic" withdrawal from an account I maintain in a financial institution pursuant to this signed Authorization Form or by cash or by check (if pre-approved by GFI) delivered to GFI by the first day of the month. Subject to change, drafts (payments) are made on or about the first day of each month. If I change financial institutions, I will provide GFI in writing all information needed for the replacement automatic withdrawal at least ten (10) days before the effective date of the change. I agree to a membership term of twelve (12) months and acknowledge that the automatic withdrawals (payments) will continue for that period unless I terminate my membership as permitted in Paragraph 5 of this Contract or I convert to another payment option with the consent of GFI pursuant to a new written contract.
- b. Annual Payment: Under this option, I must pay the Total Due Today upon signing this Contract. The Total Due Today will include the annual payment, plus any relevant processing fee. I agree to a membership term of twelve (12) months from the date of enrollment.

4. TERM

Monthly memberships have an initial term of twelve (12) months from the Start Date (or if none is specified, then the signed date of this Contract). Memberships may thereafter be renewed in writing at the then current membership rate. Members will be notified at least two (2) weeks before their term is set to expire. If automatic payments are active at the end of the term, the monthly membership will be automatically renewed with the next automatic payment and will continue until I terminate my membership as permitted in Paragraph 5 of this Contract.

Annual memberships have an initial term of twelve (12) months from the Start Date (or if none is specified, then the signed date of this Contract). Memberships may thereafter be renewed in writing at the then current membership rate. Members will be notified at least two (2) weeks before their term is set to expire.

By mutual agreement between the Parties, one type of membership may be converted to another type of membership pursuant to a new contract with GFI. The term of this Contract may be extended as follows:

- a. If GFI temporarily closes for thirty (30) days or less, the term shall be extended for the number of days equal to the number of days that the facility was closed (excluding holidays and any other days the facility is normally closed), at no additional cost to me.
- b. I may extend the term of this Contract, at no additional cost to me, for the number of days equal to the days comprising the duration of a personal disability, if my disability precludes me from



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using one-third (1/3) or more of GFI's facilities for a period of less than six (6) months and that such disability is verified by a physician. To extend the term pursuant to this Paragraph 4b. I must give timely notice to GFI of my request to so extend. A notice is considered timely if it is at least thirty (30) days prior to the start of the extension.

5. CANCELLATION

I (or my legal representative) may cancel this Contract without penalty in accordance with the following:

- a. Until I receive a fully executed copy of this Contract. Upon such cancellation, I will receive a full refund of all monies paid, excluding processing fees.
- b. Within three (3) business days after signing this Contract and receiving a fully completed copy of this Contract. I will have until midnight of the third business day to cancel this Contract under this Paragraph 5.b. Upon such cancellation, I will receive a full refund of all monies paid, excluding processing fees.
- c. If GFI's facilities and/or services are not available for use at the time of the signing of this Contract, within seven (7) business days after the date on which GFI's facilities and/or services become available for use. I will have until midnight of the seventh business day after GFI's facilities and/or services become available for use to cancel this Contract under this Paragraph 5.c. Upon such cancellation, I will receive a full refund of all monies paid, excluding processing fees.
- d. If I die or become permanently disabled. A permanent disability means a condition which precludes me from using one third (1/3) or more of GFI's facilities for six (6) months or more, and the condition is verified by a physician. Upon cancellation under this Paragraph 5d., GFI shall refund to me all monies paid in advance for future services, computed by dividing the full contract price, excluding any processing fee, by the number of months in the contract term, and multiplying the result by the number of months remaining in the contract term beyond the current month, less an administrative fee of Ten Dollars (\$10). GFI may require, at its expense, a physician examination of me by a physician mutually agreed upon, to verify my disability, and I hereby consent to such examination. In the event of my death, the cancellation by my legal representative will result in a refund based on the calculations noted above for permanent disability. Legal representative must furnish a signed death certificate before the refund will be processed.
- e. If I move more than twenty-five (25) miles away from GFI. Upon cancellation under this Paragraph 5e., GFI shall refund monies using the same computation described in Paragraph 5d. above. Proof of new residency is required.
- f. If GFI closes for more than thirty (30) days and GFI fails to provide a comparable facility within ten (10) miles of GFI, I may cancel this contract upon written notice to GFI. Upon cancellation under this Paragraph 5f., I shall be entitled to a refund of all monies paid in advance for future services, computed by dividing the full contract price, excluding any processing fees, by the number of months in the contract term, and multiplying the result by the number of months remaining in the contract term as of the date GFI closed.
- g. At any time, and for any reason or no reason, upon written notice to GFI.
- h. I shall notify GFI of cancellation in writing, (1) by certified mail, return receipt requested, (2) by electronic mail to info@glorifiedfitness.com or (3) by personal delivery to the address specified in this Contract. All money to be refunded upon cancellation of this Contract shall be paid within



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forty (40) days of receipt of the notice of cancellation. If I have executed a credit, lien, or automatic funds transfer agreement with the center to pay for GFI services, any negotiable instrument or credit or lien agreement executed by me shall also be returned and any automatic transfer shall be canceled within forty (40) days after the cancellation.

- i. **RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MAY CANCEL IT BY DELIVERING OR MAILING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY EMAILING, WRITTEN NOTICE TO GLORIFIED FITNESS INCORPORATED. THIS NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THIS CONTRACT. THE NOTICE MUST BE DELIVERED TO 2703 NORTHLAND PLAZA DRIVE, COLUMBUS, OHIO 43231 OR MAILED TO GLORIFIED FITNESS INCORPORATED AT PO BOX 29038, COLUMBUS, OHIO 43229 OR 2703 NORTHLAND PLAZA DRIVE, COLUMBUS, OHIO 43231. THE NOTICE MAY ALSO BE DELIVERED BY ELECTRONIC MAIL TO INFO@GLORIFIEDFITNESS.COM. IN THE CASE OF TERMINATION UNDER PARAGRAPH 5b., THIS NOTICE MUST BE DELIVERED, MAILED OR EMAILED TO GLORIFIED FITNESS INCORPORATED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN AND RECEIVE A COPY OF THIS CONTRACT. IN THE CASE OF TERMINATION UNDER PARAGRAPH 5c., THIS NOTICE MUST BE DELIVERED, MAILED OR EMAILED TO GLORIFIED FITNESS INCORPORATED BEFORE MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE ON WHICH GLORIFIED FITNESS INCORPORATED'S FACILITIES AND/OR SERVICES BECOME AVAILABLE FOR USE. IN SOME CASES, AS DESCRIBED IN PARAGRAPHS 5a., d., e., and f. ABOVE, YOU MAY ALSO CANCEL THIS CONTRACT LATER IF GLORIFIED FITNESS INCORPORATED MOVES OR GOES OUT OF BUSINESS, IF YOU DIE OR BECOME PERMANENTLY DISABLED, OR IF YOU MOVE FROM THE AREA. IF YOU CANCEL FOR ANY OF THESE REASONS, YOUR NOTICE SHOULD STATE THE REASON AND GLORIFIED FITNESS INCORPORATED MAY BE ENTITLED TO A CERTAIN PORTION OF THE CONTRACT PRICE. ENFORCEMENT OF OHIO'S PREPAID ENTERTAINMENT CONTRACTS ACT IS BY THE ATTORNEY GENERAL OF OHIO OR DISTRICT ATTORNEY OF THE COUNTY IN WHICH GLORIFIED FITNESS INCORPORATED IS LOCATED. YOU MAY ALSO BRING A PRIVATE CAUSE OF ACTION. IF YOUR RIGHTS ARE VIOLATED, YOU MAY CONTACT THE STATE BUREAU OF CONSUMER PROTECTION OR YOUR LOCAL DISTRICT ATTORNEY.**
- j. **NOTICE: ANY HOLDER OF THIS CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

6. NOTICE OF CANCELLATION

Attached to this Contract is a "Notice of Cancellation". I acknowledge that the Notice of Cancellation has been provided to me in connection with my execution of this Contract.

7. FEE GUARANTEE

Membership fees may be modified from time-to-time by GFI. However, no membership fee change will be applicable to me during the initial term of this Contract (but will be effective for any renewal periods).

8. DEFAULT/REMEDIES

Any monthly payment that is received more than ten (10) days after the due date shall be subject to a late charge of the greater of ten percent (10%) of the amount due or \$20.00, for the added administrative costs associated with the same. Any payment that remains unpaid for thirty (30) days shall entitle GFI to terminate my membership, to suspend some or all membership privileges, and/or to take other actions permitted by law or in equity. Closing of account, insufficient funds or any other action that prevents the automatic charge for my monthly dues, if applicable, will be a material breach of this Contract. Member



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hereby agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred after a material breach of this Contract.

9. MEMBERSHIP CARDS

I will be issued a membership card that will entitle me to enjoy the benefits of my membership with GFI. I will present my membership card for admittance and I will be responsible for the proper use of the card. I will not permit anyone else to use my card. If my card is not presented, I will be required to purchase a replacement card before admittance is granted at a cost of \$5.00 (\$10.00 for each additional replacement card during the same term). Upon termination, I will surrender my membership card(s). GFI may issue a temporary replacement card for the remainder of the term.

10. MEMBERSHIP PRIVILEGES

I will be admitted in member activities such as open gym, group fitness area, learning center, and other designated facilities at no additional charge, as some may be available from time-to-time. Towels shall also be made available to me for use at GFI for a \$3.00 rental fee or can be purchased for a \$5.00 fee. Membership does not cover individual or group training sessions, special programs, product sales or rentals, tutoring or massage sessions beyond one (1) per month for a paid membership, some or all of which may be made available from time-to-time for additional charges. Not all programs, benefits, facilities, equipment, etc. will be available at all times. The included 1-hour per month Tutoring sessions are transferable, but memberships are not assignable or transferable and any attempted transfer or assignment shall be null and void.

Hourly tutoring sessions: Paid monthly memberships include one (1) hourly tutoring session that can be used by me within the paid month, transferred to another member or a non-member to be used within the paid month, or forfeited if not used within the paid month. The full hour must be used in a single session during any time that the center is open during the paid month of membership. Once the session starts, the hour will be considered used, even if there are minutes remaining in the hour when the user ends the session, or if the user is late joining the session. Paid annual memberships include twelve (12) hourly tutoring sessions that can be used by me within the paid year, all twelve (12), or a portion thereof in hourly increments, can be transferred to another member or a non-member to be used within the paid year. Unused hourly sessions will be forfeited if not used within the paid year. Hourly tutoring sessions must be used in single hourly increments during any time that the center is open during the paid year of membership. Once a session starts, the hour will be considered used, even if there are minutes remaining in the hour when the user ends the session, or if the user is late joining the session.

Tutoring sessions are available by the following three (3) means:

- a. Online session using a desktop computer;
- b. With an in-person tutor in a one-on-one session; or
- c. With an in-person tutor in a group session.

All tutoring sessions will commence within the Learning Center and must be scheduled in advance of the start time. All sessions will start at the scheduled start time and proceed for an hour, even if the user is late for the session.

11. MEMBER'S RESPONSIBILITY/RELEASE OF LIABILITY

I understand and expressly agree that my use of the GFI facilities involves the risk of injury to me or my guest whether caused by me or not. I understand that these risks are inherent in physical activity and my



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use of the facilities can range from minor injuries to major injuries, including death. In consideration of my participation in the activities and use of the GFI facilities, exercise equipment and services offered by GFI and such use by my guests, if applicable, I understand and voluntarily accept full responsibility on my behalf and on my guest's behalf for the risk of injury or loss arising out of or related to my use or my guest's use of the GFI facilities including, without limitation, all exercise programs or use of services, equipment and/or programs offered to Members. I further agree that GFI and the officers, directors, shareholders, employees, managers, members, agents and independent contractors of GFI will not be liable for any injury including, without limitation, personal, bodily, or mental injury, disability, death, economic loss or any damage to me, my spouse or domestic partner, guests, unborn child, heirs, or relatives resulting from the negligent conduct or omission of GFI, or anyone acting on its behalf, whether related to exercise or not. Accordingly, to the fullest extent permitted by law, I do hereby forever release, waive and discharge GFI from any and all claims, demands, injuries, damages, actions or causes of action related to my use or my guest's use of the GFI facilities (collectively, "Claims") against GFI, or anyone acting on its behalf, and hereby agree to defend, indemnify and hold harmless GFI from and against any such Claims, including Claims made by my guests. It is specifically agreed that GFI and/or anyone acting on its behalf shall not be responsible or liable for articles lost, damaged or stolen in, about, or in connection with the GFI facilities nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to GFI, its contents, or property or the property of any member by another member is the sole responsibility of the offending member. Notwithstanding the foregoing, neither GFI nor anyone acting on its behalf shall be relieved from liability by this Paragraph 11 for its own gross negligence and/or willful misconduct.

12. NO WARRANTIES OF GFI

I acknowledge and agree that, except as expressly stated in this agreement, GFI has made no warranties or representations of merchantability, fitness for a particular purpose, or otherwise expressed or implied, with respect to the GFI facilities or what may be accomplished by use of the GFI facilities. I further expressly acknowledge that I have not relied upon any such warranties or representations as a reason for becoming a Member or entering into this Contract. I further acknowledge that GFI makes no representations or warranties with respect to the suitability or condition of the GFI facilities, including the condition of the grounds, parking areas, facilities, property or equipment. I further understand and acknowledge that GFI does not manufacture fitness or other equipment or products available in its facilities and therefore GFI will not be held liable for defective equipment or products.

13. RULES AND REGULATIONS

I acknowledge that GFI operates under rules and regulations established for the safety, comfort and protection of members or other patrons and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by GFI. Rules and regulations of GFI, in effect from time-to-time, are incorporated into this Contract by reference and made a part hereof. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of GFI, and I accept such reasonable changes as a condition of Membership.

14. TERMINATION BY GFI

GFI reserves the right to terminate this Contract and to prohibit the Member from entering or utilizing the GFI facilities if: (1) the Member, or the Member's guest, fails to comply with any of GFI's rules, regulations, procedures, policies or any other code of conduct; (2) the Member breaches any provision of this Contract; or (3) the Member fails to timely pay any fees or other amounts he or she owes to GFI. If this Contract is terminated by GFI for any of the reasons stated in this paragraph, the Member agrees that he or she shall not be entitled to the return or refund of any of Member's payments.



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NOTICE OF CANCELLATION

Glorified Fitness Incorporated ("GFI") Membership Contract Execution Date: _____

You may cancel this Contract for any reason at any time prior to midnight of the third (3rd) business day after the date of which the first service under this Contract is available, and if the facility or service that is subject of this Contract are not available when you sign this Contract, you may cancel this Contract at any time prior to midnight of the seventh (7th) business day after the date on which you receive your first service under this Contract. If you cancel within this period, GFI must send you a full refund of any money you have paid, except that a reasonable expense fee not to exceed ten dollars (\$10.00) may be charged if you have received your first service under this Contract. GFI must also cancel and return to you within twenty (20) business days any papers that you have signed, and you must return all membership cards issued to you by GFI.

To cancel this Contract you must deliver in person, manually, by certified mail, return receipt requested, or by an electronic mail message, written notification indicating that you are canceling this Contract or words of similar effect, to Glorified Fitness Incorporated at 2703 Northland Plaza Drive, Columbus, Ohio 43231 or PO BOX 29038, Columbus, Ohio 43229 or info@glorifiedfitness.com not later than the third (3rd) business day after the date on which the first service under this Contract is available, and if the facility or service that is the subject of this Contract is not available when this Contract was signed, not later than midnight of the seventh (7th) business day after the date on which the first service under this Contract is available.

I hereby cancel this Contract.

Member Signature

Date

Printed Name