

Fuller's Fitness

78 West 1st Street
Oswego, NY 13126

CLUB #8858 New Renewal Replacement/Upgrade

Alternate Account # _____ Salesperson's Initials

Card Codes

Membership Agreement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(A) BUYER INFORMATION ONLY – TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S Last Name	First	Birth date	Age	Home Phone	E-mail address
Current mailing address		City	State	Zip	Social Security #
Permanent address if different from above		City	State	Zip	How long at address (yrs/mos)
Employer	Position	How long (yrs/mos)	Work Phone	()	

I ELECT TO PAY MY MONTHLY DUES VIA:

- Electronic Funds Transfer (EFT) from my Bank Account
 Electronic Funds Transfer (EFT) from my Credit Card

In case of emergency, call: _____

Phone: () _____

(B) TO BE FILLED OUT BY CLUB EMPLOYEE

1. Today's date is ____/____/____

2. Your agreement begins on ____/____/____, and expires on ____/____/____

3. Other members who may attend:

FIRST	LAST	DATE OF BIRTH
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Total Sales Price \$ _____

5. Amount of Down Payment is \$ _____

6. Remaining Balance to be Paid to ASF \$ _____

WAIVER AND RELEASE OF LIABILITY: The Club urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Club shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims.

MEMBER'S SIGNATURE _____

CANCELLATION: If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should member(s) permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 and legitimate verification of the move. Member agrees to follow club rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership. Memberships that roll over to a month-to-month basis require a 30-day written notice to cancel.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/MEMBER COULD ASSERT AGAINST THE CLUB AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/MEMBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/MEMBER TO THE CLUB PURSUANT TO THIS CONTRACT. YOU THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF CLUB'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE CLUB. IN THE EVENT THE CLUB CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.

DEFAULT AND LATE PAYMENT: Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
		\$ _____	

7. Renewal Terms

- Renewable for a ____ month period of time for a total price of \$ _____, payable in ____ consecutive payments of \$ _____ with first payment due _____.
- Renewable for a ____ month period of time for a paid-in-full cash price of \$ _____.
- Roll over to open-end/month-to-month at \$ _____ per month, starting _____.
(Requires a 30-day written notice to cancel.)
- Non renewable

Club Representative

Buyer's Signature

Member's Signature (if different from buyer)

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT). I understand and agree that should I discontinue this payment method, a \$5.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

ASF INTERNATIONAL EFT AUTHORIZATION

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

- Checking (Must attach voided check.) or Savings (Must attach deposit slip.) or
 Visa MasterCard American Express Discover

Account #: _____ Routing # or Expiration Date (If Credit Card) _____

Number of payments _____, Amount of payment \$ _____, 1st due date _____

Bank Name _____ Bank Phone # _____

Bank Address/City/State/Zip _____

Authorized Signature _____ Date _____

Addendum to Fitness Release And Waiver



Name: _____

Member Number: _____

THE FOLLOWING IS A WAIVER. READ BEFORE SIGNING

By affixing my signature to this document. I understand and agree that I am legally bound by its contents.

In consideration for my use of the Fuller's Fitness facilities on a membership basis. I hereby stipulate and agree that.

1. I realize the risk of working out in an unattended facility, and further understand that working out with weights alone is never recommended.
2. I understand that I will be provided with one (1) access key tag as a member of Fuller's Fitness. In the event that the card I have been provided with is lost, stolen, or destroyed. I realize that I must purchase a replacement key tag for a \$10.00 charge.
3. I understand that I need to have my key tag with me EVERY time I intend on working out, as it is my only way of accessing and signing into the facility.
4. I agree not to open the facility door to let anyone enter, as access to the club is strictly contingent on valid membership. Each individual member must use their own personal key tag so that membership can be verified.
5. I realize that it would be a violation of policy to let someone else use my access card in place of myself and that I would forfeit my rights to continue my membership at Fuller's Fitness with no refund.
6. I understand that Fuller's Fitness is under 24-hour surveillance and that at anytime the management has the right to use that surveillance to prosecute any individual committing a crime on the premises of the Fuller's Fitness facility.
7. I understand that when using the facility I must bring a CLEAN pair of shoes to change into once I enter the facility and not go beyond the changing station until I do so.
8. I realize that if I cancel my membership I will owe Fuller's Fitness the difference of what it would have cost for a membership with less time and a \$50.00 cancellation charge.
9. I agree to use the sign in sheets for the cardio equipment so that there is no confusion amongst members as to whom is on what machine.
10. I understand that if I fall ill or must take a sick leave from the gym that my time cannot be put on hold, transferred to another person, or refunded.

I HAVE READ THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE LEGALLY BOUND HEREBY. I UNDERSTAND THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF FULLER'S FITNESS OF ANY AND ALL LIABILITY, AND I HEREBY AFFIX MY SIGNATURE HERETO.

Date _____

Member Signature _____