

# WOMEN'S FITNESS WORLD

HEALTH CLUBS AND WELLNESS CENTERS

- 310 Third Avenue, Chula Vista, CA
- 733 Broadway, El Cajon, CA
- 11987 Bernardo Plaza Dr., San Diego, CA

## TEMPORARY MEMBER CARD

Member \_\_\_\_\_  
 Date Due \_\_\_\_\_ Owes \_\_\_\_\_  
 Counselor & Type \_\_\_\_\_

LAST NAME

**MEMBERSHIP AGREEMENT/Retail Installment Contract:** The undersigned ("member(s)") hereby purchases a health club membership from Magic Muscle Corporation d.b.a. Women's Fitness World ("club") in accordance with all the terms, conditions and obligations set forth herein. This membership permits member to use the above addressed located facilities during the membership term subject to such rules, regulations and conditions of membership as may be in effect from time to time at the club. Member has read and accepted the Rules and Regulations on the reverse side as part of this agreement and contract. Hours and days of operation, variety of facilities, and additional rules, regulations and conditions of use may be posted at the club from time to time and shall be subject to change without notice. Assignment of contract is void. Membership is nontransferable. (And member realizes there may be special days or holidays which may require the closure of the club.)

**BENEFITS:** The herein listed Women's Fitness World member(s) will be entitled to, during the term of this membership, the following benefits as initiated by the Membership Representative.

1. Use of the club during all hours of operation
2. Use of all non-fee exercise equipment
3. Participation in all non-fee exercise classes
4. TRAINING  1 TIME  2 TIMES  \_\_\_ TIMES
5. RENEWAL  CASH \$ \_\_\_ per year, must renew on or before expiration date to get rate.  
 DUES \$ \_\_\_ per month
6. SELECT ONE:  May use all MMC clubs  
 May use
7. Special considerations \_\_\_\_\_



Listed below are the names of all members covered by this Agreement.  
 MAIN MEMBER IS #1 (Use lowest card number with multiple members.)

- |          |              |
|----------|--------------|
| 1. _____ | Card # _____ |
| 2. _____ | Card # _____ |
| 3. _____ | Card # _____ |
| 4. _____ | Card # _____ |

### NOTICE TO THE BUYER

**(1) Do not sign this agreement before you read it or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) Under the law, you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge, if any, provided for herein. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request. (5) You, the buyer, may cancel this Agreement at any time prior to midnight of the fifth business day of the health club after the date of this Agreement (excluding Sundays and holidays). To cancel this Agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this Agreement, or words of similar effect. (VERBAL CANCELLATIONS ARE NOT ACCEPTABLE.) Burden of proof of any cancellation is the responsibility of member. For proof of cancellation, obtain a registration receipt from the post office, keep a copy of a telegram, or obtain a cancellation receipt from Women's Fitness World. Member is responsible for all costs incurred by club during the 5 business day period if they cancel. Such notice shall be sent to Magic Muscle Corporation, 310 Third Ave. Suite AA, Chula Vista, CA 91910. I, the undersigned member, acknowledge this document contains all details of our agreement. I have been promised nothing verbally as an inducement to sign this Agreement. I waive the right to claim later that I was promised things outside the scope of this Agreement. This Agreement is subject to corporation approval and MMC may also cancel within 5 business days with at least a verbal acknowledgement of any problem with the terms herein.**

Member acknowledges that; (1) Member has received a current copy of club Rules and Regulations (see reverse side). (2) Member has read all of the conditions and terms set forth herein and accepts this contract as a legal and binding agreement. (3) Member is of legal age and capacity and willfully entering into this agreement.

Member's Signature _____	Dated _____
Co-Signer's Signature _____	Dated _____
Club Representative _____	Dated _____

**OBLIGATIONS:** "In consideration of my personal/family/organizational membership at Women's Fitness World, I hereby promise and agree to pay the total sum of \$ \_\_\_\_\_."

The term of the membership shall be \_\_\_\_\_ months commencing \_\_\_\_\_ yr \_\_\_\_\_, and initial term ends on \_\_\_\_\_ yr \_\_\_\_\_. (On dues membership, it will automatically continue until member cancels in writing. Cancellation possible only after a  2 mo  1 yr  2 yr obligation.)

**FAILURE TO USE CLUB FACILITIES WILL NOT RELIEVE MEMBER OF MEMBER'S OBLIGATIONS AS SET FORTH HEREIN.**

### STATEMENT OF DISCLOSURE - (THIS IS NOT A RECEIPT OF PAYMENT)

1. ENROLLMENT FEE\* (administrative, non-refundable).....
  2. CARD OR PROCESSING FEE (administrative, non-refundable).....
  3. MEMBERSHIP DUES TOTAL (subtract #1 & #2 from #4).....
  4. TOTAL AMOUNT (#1 plus #2 plus #3).....
  5. LESS DOWN PAYMENT (total monies actually received).....
  6. UNPAID BALANCE (#4 minus #5).....
  7. CASH OR TOTAL UP FRONT FEES.....
  8. BALANCE OF CASH or INITIAL PAYMENT (#7 minus #5).....
- ABOVE BALANCES DUE DATE: \_\_\_\_\_

FIRST NAME

\*Enrollment Fee entitles one to become a member and allows the lower monthly membership rate. Membership dues are for use of the club and services, and are a separate item. The Enrollment Fee and Card or Processing Fee are not a prepayment for services, it is earned by the club at the time of enrollment and pays for commissions and some of the administrative costs and is non-refundable.

Member's Pink Copy of this Agreement is to be used as the temporary Membership Card until the "balance of cash payment" is paid. This allows access and use of the club until permanent card is issued. (Permanent Membership Cards are not mailed, they are made in person at the club.)

There will be no additional notices or billing sent. Member's copy of this Agreement will serve as the sole reminder. There is a \$5.00 late charge for each 30 day period an amount is past due.

**DEFAULT:** Member agrees that any failure to pay Women's Fitness World the total of the "balance of cash payment" within sixty (60) days from the date of enrollment, will suspend the member's use of the club, until such time as the member pays the above amount in full. In addition, member will be in default of this Agreement. The club can require member to pay the entire balance plus any necessary collection fees, attorney fees and court costs.

**PREVIOUS DEFAULT:** If it is discovered that member has a previous unpaid contract with Magic Muscle Corporation, all monies received on this contract may be applied to the previous contract and the new contract (this document) will be held in suspension until the previous contract is paid.

### AUTOMATIC DUES OPTION - Member agrees to pay:

\$ \_\_\_\_\_ in equal monthly installments of \$ \_\_\_\_\_ due on the 1st day of each month commencing \_\_\_\_\_ yr \_\_\_\_\_ a  2 mo  1 yr min  2 yr min.

**DEFAULT ON AUTOMATIC DUES:** If said monthly payments are not received by Women's Fitness World by the tenth day of each month, Women's Fitness World may, at its option, accelerate the entire unpaid balance. Cash members may not switch to paying dues without a new enrollment fee.

### MEMBER UNDERSTANDS AND INITIALS THE FOLLOWING:

\_\_\_\_\_ Member(s) realizes that this is a  2 mo  1 yr min  2 yr min obligation that will renew automatically beyond the first min. term; retaining the same terms and conditions. The dues are guaranteed to stay at the same monthly rate on the 1 or 2 year min. obligations. Member(s) will not have to pay a new enrollment fee each year (as long as the dues remain current). Women's Fitness World may increase the dues on month-to-month memberships.

\_\_\_\_\_ If member(s) wishes to cancel the membership at any time after the 1 year or 2 year minimum term, **or a month-to-month type dues membership**, all member(s) must be present at home club to sign cancellation form or personally deliver a notarized written "Letter of Termination". Written cancellation request is required by any member(s) not present and must be notarized. **Notice must be received by the 15th of the month prior to the next debit date. MEMBERSHIP CARD MUST BE RETURNED TO CANCEL. VERBAL CANCELLATION IS NOT ACCEPTABLE.** (Member(s) is responsible for back dues, late and bank charges prior to cancellation.) MEMBER(S) AGREES NOT TO ISSUE STOP PAYMENT ORDER TO BANK TO STOP DEBIT. THIS IS NOT THE AGREED METHOD OF CANCELING. If member(s) places a stop payment anyway, member(s) agrees to make payment good, plus a \$20 returned item charge. Burden of proof of cancellation is responsibility of member(s). For proof of cancellation, member(s) should obtain a registration receipt from the post office or keep a signed and approved copy of a club cancellation form. Cancellation forms do not constitute any waiver of this contract's provisions.

\_\_\_\_\_ **VERY IMPORTANT:** If member changes bank account, member must bring in new account information (a voided check or credit card imprint) by the 15th of the month prior to the upcoming payment due date. Member agrees not to close any account until the 15th of the month to make sure payment has gone through. Failure to do this will result in returned item charges.

### AUTHORIZATION TO DRAW AND HONOR ACH DEBITS OR DRAFTS:

Account is in the name of \_\_\_\_\_  
 Account Number \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Bank Address \_\_\_\_\_

"I hereby authorize club to initiate Debit entries to my account as shown on this Agreement until revoked by me in writing. I further authorize my bank to honor such Debit Entries. I understand dues must be paid automatically through a checking account or credit card. I will submit a voided check or credit card imprint to allow the pre-authorized debit to be made on my behalf. I agree to pay a fee of \$20.00 for any Debit entry returned unpaid."

Signed \_\_\_\_\_  
 Print Name \_\_\_\_\_

### MEMBER INFORMATION

(Please print carefully and legibly)

Name: \_\_\_\_\_ Birthdate \_\_\_\_\_  
 Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_  
 Local Address \_\_\_\_\_  
 \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Local Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
 Employer \_\_\_\_\_ Business Phone \_\_\_\_\_  
 S.S.# \_\_\_\_\_ Driver's License # \_\_\_\_\_  
 Name of Relative NOT LIVING WITH YOU \_\_\_\_\_  
 Relationship \_\_\_\_\_ Phone & Area Code \_\_\_\_\_  
 How You Found Out About This Location \_\_\_\_\_

### CO-SIGNER INFORMATION

Name: \_\_\_\_\_ Birthdate \_\_\_\_\_  
 Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_  
 Local Address \_\_\_\_\_  
 \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Local Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
 Employer \_\_\_\_\_ Business Phone \_\_\_\_\_  
 S.S.# \_\_\_\_\_ Driver's License # \_\_\_\_\_

## **RULES AND REGULATIONS**

**THIS SIDE PART OF THE AGREEMENT:** Members and their guests shall be bound by the rules and regulations of the club. Rules and regulations may be revised, supplemented or amended at the discretion of the club as deemed necessary for the proper management of the club. THE RULES AND REGULATIONS SHALL BE CONSIDERED A PART OF THE MEMBERSHIP AGREEMENT.

### **ARTICLE A - Additional Details Of Membership**

**1. THIS AGREEMENT INCLUDES ALL DETAILS:** The undersigned agrees that: a) This Agreement, including conditions and regulations along with the rules and regulations of the club, constitute the entire understanding between the parties; b) There were no other promises made verbal or otherwise and no other understanding or agreement exists between them; c) No representations, other than those herein set forth, have been made by anyone to the undersigned to induce him/her to enter into this agreement; d) No modification or cancellation of the agreement shall be valid unless in writing and signed by both parties.

**2. MEMBERS MUST NOTIFY CLUB OF ANY NEW ADDRESS:** Members shall give written notice to the club of any change of address. Failing to give such notice, all communications shall be presumed to have been received within five days after mailing.

**3. THIS LOCATION SOLE CONSIDERATION:** Admission to membership in the club of address on the reverse is the full and sole consideration for the payment of enrollment, dues and all membership fees. There shall be no refund of any monthly charges, or portions thereof, in the event that the membership or club facilities are terminated except as specifically set forth in the Rules and Regulations of the club.

**5. LATE CHARGES:** After the 10th day of the month for which charges are due, delinquent accounts will be given a late status. A service charge of \$5.00 per month will be added to all late status accounts. Members are responsible for monthly dues whether or not they use the facilities.

**6. DELINQUENCY:** Any outstanding debts or payments to the CLUB, delinquent more than 30 days, will result in membership being temporarily suspended and membership card surrendered until such time that payment is made and membership reinstated. In the event it becomes necessary to take action with regard to the collection of such outstanding debts, member shall be responsible for the payment of all costs incurred in such collection including but not limited to attorney's fees. If the account has to be sent to collection, a fee of 28% to 50% of unpaid delinquent balance will be added to the balance of the account.

**7. DISCLAIMER:** All exercises and use of all facilities shall be undertaken by the Member at Member's sole risk. The CLUB shall not be liable for any claims, demands, injuries, damages, actions, or causes of action whatsoever, to person or property arising out of or connected with the use of any of the services or facilities of the CLUB or the premises where the same are located or arising out of the acts of active or passive negligence on the part of the CLUB, its employees or agents. All members are encouraged to have a physical examination by their doctor (including an exercise stress test) to determine present health before strenuous new activity is commenced.

**8. SETTLEMENT OF DISPUTES:** In the event of any dispute concerning this Agreement or the Rules and Regulations incorporated herein, the Member agrees to formally submit a registered or certified letter of complaint and/or demand directly to the main office. The address is MAGIC MUSCLE CORP. 310 Third Ave. Suite AA, Chula Vista, CA 91910. The club management must have the opportunity to hear the complaint before any further legal action is taken. MAGIC MUSCLE will be allowed 30 days to respond to the complaint. The parties hereto agree to submit such dispute to the arbitration in accordance with the rules of the American Arbitration Association and the parties hereto agree to be bound by the decision of such arbitration, and the prevailing parties shall be entitled to all fees and costs incurred in such proceeding, including but not limited to attorney's fees and fees of the arbitrators. Management retains the right to waive arbitration and sue in any court with jurisdiction for purposes of collecting membership fees and dues.

**9. SEVERABILITY:** If any particular provision of this contract is declared invalid by a court of competent jurisdiction, the same shall not affect the other provisions thereof.

**10. PERMANENT DISABILITY:** If by reason of death or permanent disability the Member is unable to receive all services for which he/she has contracted, he/she and their estate shall be relieved from the obligation of making payment for services other than those received prior to the onset of the disability or time of death. If services not yet received were prepaid, the prorated amount will be promptly refunded. The definition of permanent disability is A CONDITION WHICH WOULD PRECLUDE THE MEMBER FROM PHYSICALLY USING ANY OF THE FACILITIES for the remainder of the term of the membership, and is documented in writing by a physician (MD only, and must fill out Magic Muscle Corp. provided form), stating the exact nature of the illness and that the person may not exercise in any shape or form. There are facilities for all forms of handicaps, heart patients and more.

**11. TEMPORARY DISABILITIES AND POSSIBLE CREDIT FOR MEMBERSHIP TIME:** Members who pay monthly dues who have fulfilled their obligated length of membership, may utilize our Standby Freeze Program for temporary disabilities anticipated to be in excess of one month. This will reduce their monthly dues to \$5.00 per month during their leave of absence. Dues paying members that have not yet fulfilled their obligated length of membership may submit a doctor's note for a possible future reduction in dues, after the membership obligation has been met, for a duration not to exceed three months. Prepaid members may receive up to three months in membership extensions subject to approval with the submittal of a doctor's note. No refunds shall be given for credits received for temporary disabilities. Exact procedure of this benefit is subject to change without notice. Multiple party memberships such as Couples or Family memberships are not eligible for this benefit or any time credits.

**12. IF MEMBER CHANGES PERMANENT RESIDENCE:** Member must provide proof of new residence. Member is responsible for any dues up to the time proof of new residence is provided, or for the term of membership. If dues member is within the first year and moves over 25 miles from the primary MMC club of enrollment but moves within 25 miles of any other MMC club, membership is not eligible for early cancellation. Membership can be used at other MMC clubs within the 25 mile distance of new residence change. (Silver members are subject to upgrade fee.)

**13. CANCELLATION WHEN UNABLE TO TRANSFER WITHIN FIRST YEAR:** If dues member is within the first year, moves over 25 miles from any MMC club (the legal distance for the club to be deemed unusable), or there is permanent club closure, such member shall be relieved from the obligation of making payment for services other than those received prior to the move or closure. The enrollment and card or processing fees are not a prepayment for service, they are earned by the club at the time of enrollment and are not refundable. Fees are used to pay commissions, computer set-up, membership card, and other administrative costs. If such member has prepaid for services, the prorated amount for services not yet received will be promptly refunded. **IF MEMBER DOES CHANGE PERMANENT RESIDENCE TO OVER 25 MILES FROM ANY MMC CLUB BUT WISHES TO EXERCISE THEIR RIGHT NOTED ABOVE, MEMBER WILL BE CHARGED A \$100.00 CANCELLATION FEE. IF OVER HALF OF THE LIFE OF THE CONTRACT HAS EXPIRED, MEMBER WILL BE CHARGED A \$50.00 FEE.** Member must provide proof of new residence and is responsible for any dues and/or fees up to the time proof is provided, or for at least the term of membership. Cancellation fees are per member, not per contract. Remaining member(s) on membership are subject to an adjustment of dues to the current single or multiple member rate. These members are still subject to the same terms and conditions of membership.

### **ARTICLE B - Availability of Facilities**

**1. TEMPORARILY UNAVAILABLE FACILITIES:** WOMEN'S FITNESS WORLD may regularly close its facilities for maintenance, selected holidays, and other hours based on local municipalities. WOMEN'S FITNESS WORLD may delete, change, discontinue, repair or replace any part or all of the facilities without any effect on this Agreement. If a majority of the facilities are unavailable for more than 7 days for any reason, except acts of nature, WOMEN'S FITNESS WORLD may extend your membership for the same period that facilities were unavailable.

**2. PERMANENT CLOSURE OR MOVE:** WOMEN'S FITNESS WORLD may permanently close or move its club without any effect on this Agreement if it transfers your membership to a comparable club within 10 miles of the one affected. If MMC is unable to transfer membership, terms of cancellation will apply. If the facilities were for a period unavailable, WOMEN'S FITNESS WORLD may extend your membership for the same period the facilities were not available.

### **ARTICLE C - Club Use**

**1. ALL MEMBERS USING THE FACILITIES MUST BRING THEIR CURRENT, VALID MEMBERSHIP CARD WITH THEM,** leave it at the front desk, sign-in on the register, and then pick it up on the way out. IF MEMBERSHIP CARD IS FORGOTTEN THERE ARE TWO CHOICES: GO AND GET CARD OR PAY A \$1.00 LOOKUP FEE. PLEASE REMEMBER TO BRING YOUR MEMBERSHIP CARD. **NO EXCEPTIONS TO THIS RULE.**

**2. Members may only use lockers for the time they are exercising.** Nothing may be left overnight, and any locks still on lockers at closing time will be cut off. Lockers are a gratuity and Club assumes no responsibility for the safety of items left in lockers. DO NOT BRING VALUABLES INTO CLUB. All private property, while in or on Club premises, is owner's sole responsibility and the Club assumes no liability.

**3. There will be a \$10.00 charge for replacing lost or stolen membership cards.** The front desk is not responsible for lost cards. Name change requires member to purchase a new card.

**4. All members shall be expected to wear proper attire when using the Club.** Please do not wear sandals or jeans.

**5. RUDE BEHAVIOR:** No hogging equipment or kicking another member off your favorite piece of equipment. No profanity. No bullying of other members.

**6. All members must put away any and all free weights they use and must carry their own towel to wipe off sweat from equipment after use. PLEASE BE CONSIDERATE!**

**7. Absolutely no gym bags are allowed in the exercise rooms.** If you bring extra clothes or equipment, you must use a locker and bring your own lock.

**8. THERE IS NO SMOKING, GUM CHEWING OR FOOD IN ANY AREA OF THE CLUB.**

**9. Damage to Club property shall be paid for by any member who willfully or neglectfully causes such damage, including all broken mirrors.** Members are responsible for damage incurred by dependent children or guests.

**10. Children under 16 must have a parent or legal guardian in direct attendance at all times when inside Club or placed in the baby-sitting facility.**

**11. GUESTS:** Members may bring up to 3 guests with them each time they visit the Club, providing they live locally and follow procedures. All guests must be 18 years of age or older and show proper ID when entering the Club. Guest may be 16 or older only with a full Liability Waiver signed by the parent or legal guardian IN PERSON. WOMEN'S FITNESS WORLD is a private, members only Club. All out of town guests must be members of an affiliated club or pay a \$10.00 out of town guest fee. Guest must fill out PROFILE CARD completely and sign the Liability Waiver. For complimentary use, they must show proof of residence within 15 miles of the Club. Only one complimentary use period per guest. This includes all different promotions as well as paid visits and memberships. No exceptions. Local guests using the Club at no charge must be toured through Club and meet with a membership counselor. Enough time must be set aside for this.

### **ARTICLE D - Conditions of Expulsion**

Any member may be temporarily suspended or expelled by the management. Cause for expulsion may consist of violation of any Rule or Regulation of the Club or House Rules, or of any conduct which in the opinion of the management is prejudicial to the welfare, good order and character of the Club. In such cases, no remuneration of fee or dues will be made by the Club to the Member. An expelled member shall remain liable for all dues and other indebtedness accrued prior to expulsion from the Club.

WOMEN'S FITNESS WORLD RESERVES THE RIGHT TO ALL PERSONAL TRAINING AT THE FACILITY. UNDER NO CIRCUMSTANCES IS ANY MEMBER TO TRAIN ANOTHER MEMBER FOR COMPENSATION. IF ANY MEMBER IS SUSPECTED OF THIS, THE SITUATION WILL BE INVESTIGATED AND MEMBER MAY BE EXPELLED FROM CLUB WITH NO REFUND OF ANY MEMBERSHIP FEES OR RELEASE FROM AMOUNTS OWED.

**WARNING: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teen-agers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.**