

Andrew (480) 483-3100

Cell: (602) 717-9303

LA FITNESS

BAR CODE

NAME

MEMBERSHIP AGREEMENT

ADDRESS

E-MAIL

BUSINESS PHONE

HOME PHONE

CELL/OTHER PHONE

IMMEDIATE FAMILY MEMBERS INCLUDED ON MEMBERSHIP MUST LIVE AT THE SAME ADDRESS AND USE THE SAME SOURCE OF PAYMENT AS MEMBER. (MAX. 4)

#1 FAO NAME

#2 FAO NAME

#3 FAO NAME

<p>It is agreed by and between L.A. Fitness International, LLC ("L.A. Fitness") and you, the undersigned Buyer (individually, if you are the Member, and/or as agent or guardian of the Member or responsible party), that you are purchasing a membership from L.A. Fitness according to the terms on both pages of this Membership Agreement and the current Membership Policies and Club Rules and Regulations ("Agreement").</p> <p><input type="checkbox"/> PAID IN FULL (PIF) MEMBERSHIP: EXPIRES _____ ANNUAL RENEWAL: \$ _____ (EXPIRES SAME DATE) Plus Applicable Sales Tax</p> <p><input checked="" type="checkbox"/> MONTHLY DUES = \$ <u>29.99</u> + APPLICABLE TAX. Your dues will be billed monthly by electronic funds transfer to your bank account ("EFT") or credit card ("CC") (collectively, "EFT/CC").</p> <p><input type="checkbox"/> LIMITED ACCESS: If checked, no entry/access after 4:00 pm, Mon-Thurs.</p> <p>On a Single Account Membership ("SAM") type, the Monthly Dues amount is tied to the number of current members in the account up to a maximum of 4, but it must be paid via a single account, on the same date each month. With a Family Add-On ("FAO") membership, each person's individual Monthly Dues rate is as indicated above and must be paid via one account. A family member on an FAO that splits off to pay separately may be charged a \$79 split fee per account added.</p>	<p>PAYMENT</p> <p>INITIATION FEE \$ <u>0</u></p> <p>FIRST/LAST MONTHS' DUES \$ <u>59.98</u></p> <p>PREPAID DUES (PIF) \$ _____</p> <p>SUBTOTAL \$ <u>59.98</u></p> <p>SALES TAX \$ _____</p> <p>TOTAL DUE \$ <u>59.98</u></p> <p>TOTAL PAID \$ _____</p> <p>BALANCE DUE \$ _____</p> <p>MEMBERSHIP TYPE: _____</p>		<p>DATE</p> <p>PAYMENT TYPE</p> <p>ACCT. NO.</p> <p>EXPIR. DATE</p> <p>AMOUNT</p>			
	<p>SERVICES</p> <p><input type="checkbox"/> GUEST PRIVILEGES \$ _____ mo.</p> <p><input type="checkbox"/> FAMILY ACCESS \$ _____ mo.</p> <p><input type="checkbox"/> RACQUETBALL \$ _____ mo.</p> <p><input type="checkbox"/> TOWEL/SERVICE \$ _____ mo.</p> <p><input type="checkbox"/> KID'S KLUB \$ _____ mo.</p>					

YOUR EFT/CC BILLING DATE: Your monthly dues will be automatically billed and collected electronically once a month beginning on _____ and continuing on that same day each month (your "Billing Date") thereafter until terminated in the manner provided below.

HOW TO CANCEL YOUR MONTHLY DUES MEMBERSHIP: You may cancel your membership and the continued billing of monthly dues through EFT or CC by mailing written notice of your cancellation request to: LA Fitness, P.O. Box 54170, Irvine, CA 92619-4170. A cancellation notice postmarked at least 5 business days before your next billing date should result in no further Monthly Dues billing. A cancellation notice postmarked less than 5 business days before your next billing date may result in one more Monthly Dues billing. In either case, if such an additional Monthly Dues billing occurs, L.A. Fitness will refund that billing. Your last month's prepaid dues will be applied to the month after the month paid by your final EFT or CC billing, and your membership will expire at the end of that prepaid last month. Until your membership expires, you will have continued Club access.

*EFT/CC REQUEST. To the extent permitted by law, you hereby authorize us to initiate separate EFT/CC charges from the account you identified and/or any replacement or substitute account (the "Account") for the following amounts: (1) the Balance Due shown above, if not otherwise paid within 60 days after the date of this Agreement; (2) your monthly dues, as described above, if you are a Monthly Dues Member; (3) a monthly freeze fee of \$10 if you request a freeze of your Membership privileges; (4) a \$10 return fee for any EFT charge that is returned unpaid or on a credit/debit card return; and (5) any other fee for Personal Training Services or other goods or services we provide you from time to time if you instruct us to bill the charge to your Account on file, as authorized by you at that time. Authorized EFT/CC payments may be separately initiated or, to the extent permitted by law, combined with other authorized EFT/CC payments. You may cancel your EFT/CC authorization for the payment of monthly dues by giving us written notice of termination. It will only take effect after we have had a sufficient time to allow us and your financial institution, using commercially reasonable (but not extraordinary) efforts, to act on the notice. You agree to give us notice if your billing or Account information changes and you authorize us to seek and obtain information about changes in Account numbers and status from third parties, such as your bank or our credit card processor. If you decide to change your billing information, a 30-day notice may be required.

NOTICE TO CUSTOMER

You are entitled to a copy of this contract at the time you sign it. You may cancel this contract at any time before midnight of the third operating day after receiving a copy of this contract. If you choose to cancel this contract, you must either: 1) Send a signed and dated written notice of cancellation by certified mail, return receipt requested to P.O. Box 54170, Irvine, CA 92619-4170; or 2) Personally deliver a signed and dated written notice of cancellation to the nearest L.A. Fitness facility. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. If the third operating day falls on a Sunday or holiday, notice is timely given if it is mailed or delivered as specified in this notice on the next operating day. Refunds must be made within thirty operating days of receipt of the cancellation notice by the health spa. "Operating day" means any calendar day on which patrons may inspect and use the facilities and services of the health spa during a period of at least eight hours.

Buyer hereby consents to the use of an electronic signature to record Buyer's commitment to the terms of this Agreement.

By signing this Agreement, Buyer acknowledges that Buyer is of legal age, has received a filled-in and completed copy of this Agreement, has read and understands the entire Agreement including but not limited to the *EFT/CC Request (if applicable), the Release and Waiver of Liability and Indemnity, all other Additional Terms and Conditions on the reverse side hereof and the current Membership Policies and Club Rules and Regulations provided herewith. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Buyer and L.A. Fitness. L.A. Fitness has made no express or implied warranties or representations, other than those expressly set forth in this Agreement to induce Buyer to enter into this Agreement. Any conflict between the original Agreement and any copy of the original Agreement shall be controlled by the original Agreement. L.A. Fitness recommends that you consult your physician prior to beginning any exercise or weight loss program.

Executed at: (Club of enrollment)

Arizona

L.A. FITNESS EMPLOYEE ID NUMBER

MEMBER'S / BUYER'S SIGNATURE DATE

NOTICE: Monthly Dues Memberships are authorizing a RECURRING TRANSACTION. Also, when you provide a check as payment under this Agreement, you authorize LA Fitness either to use information from your check to make a one-time electronic fund transfer from that checking account or to process the payment as a check transaction. When LA Fitness uses information from your check to make an electronic fund transfer, funds may be withdrawn from the account on which the check is drawn as soon as the same day LA Fitness receives your payment and you will not receive your check back from your financial institution.