



2041 E. Highland Avenue • San Bernardino, CA 92404 • Tel: (909) 863-0718
www.planetfitness.com

MEMBERSHIP AGREEMENT

DATE TBD Club # 9445 MEMBERSHIP # _____ EXPIRATION _____

Name Michael D Edenfield T-shirt Size: _____ Date of Birth 11/26/1983

Mailing Address 441 North Wall Avenue City San Bernardino State CA Zip 92404

HomePhone 909-252-2357 WorkPhone/Cell _____

Email Address michaeledenfield05@gmail.com

Membership Type: _____ Club Access: _____ Home Club Access Only _____

Have you been a member of a gym before? Please Check One: Yes _____ No _____ How did you hear about us? _____

Membership Fees: \$10.00 \$4.60 \$0.00 \$14.60
START-UP FIRST MONTH PRORATE ANNUAL FEE PRORATE PREPAY (TERM) TOTAL

- Your Monthly Membership Fee will be billed to the account below on or around the **17th of each month** beginning on 11/17/2017 for \$ \$10.00 per month plus applicable taxes until you cancel in accordance with this agreement.
- This membership has a 12 month minimum term (*minimum term not to exceed 12 months*).
- If you have a minimum monthly term, your account below will be billed for a minimum of months and will continue on a month-to-month basis at the monthly rate above until you cancel in accordance with the terms of this agreement.
- Your Monthly Membership Fee is guaranteed so long as you remain a member in good standing including payment of all monthly dues and your Annual Membership Fee.
- An **Annual Membership Fee** will be billed to your account below on or around the **1st** beginning on 01/01/2018 for \$ \$39.00 "Plus applicable taxes" and will continue to be billed on or around the anniversary of that date each year thereafter until you cancel in accordance with this agreement.
- To cancel your monthly membership and stop the billing of the Monthly Membership Fee on or around the 17th of the month, the club must receive written notification delivered to the club by the 10th of the month either in person or preferably via certified mail to the club address listed above. Please note it may take up to seven (7) business days for any membership or billing changes to take effect. In order to cancel your membership prior to the billing of the Annual Membership Fee, the club requires written notice delivered as described above no later than the 25th of the month before such billing. The Annual Membership Fee is fully earned when received and is non-refundable.
- If your monthly membership has a minimum term, and you wish to cancel your membership before the end of the term for reasons other than those listed in Section 9 of this agreement, a \$58 buyout fee is required with your cancellation.
- If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership-related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified mail to the address listed above.
- If your credit or debit card expires, you authorize us to obtain a new expiration date from the card issuer, if we choose to do so, and/or to continue billing the card in accordance with the terms of this agreement (whether or not we have obtained a new expiration date).
- In accordance with applicable law, if our first attempt to collect any fee under this Agreement is unsuccessful, we may make additional attempts to collect from any/all payment methods you provide us, and a \$10 service fee will be applied for each instance we submit or re-submit such payment request and it is returned uncollectable for any reason including, but not limited to, insufficient funds, expired or cancelled payment cards, overdrafts and closed accounts. We are not liable for any fees charged by your financial institution in the event a payment request is returned as uncollectable.
- Cancellation & Billing Policies:** I have read and understand the cancellation rights and billing policies on the front and back of this agreement. e-signed (Member Initials)

PAYMENT AUTHORIZATION	PRIMARY PAYMENT ACCOUNT	ALTERNATIVE PAYMENT ACCOUNT
	NAME ON ACCOUNT: _____	NAME ON ACCOUNT: _____
	BANK ACCOUNT #: _____	CREDIT CARD #: _____
	ROUTING #: _____	EXPIRATION DATE: _____
	<i>If different than name and home address above:</i>	<i>If different than name and home address above:</i>
	BILLING NAME: _____	BILLING NAME: _____
BILLING ADDRESS: _____	BILLING ADDRESS: _____	
CITY: _____ STATE: _____ ZIP CODE: _____	CITY: _____ STATE: _____ ZIP CODE: _____	

By initialing below and signing this agreement, I authorize **San Bernadino Fitness LLC**, d/b/a Planet Fitness® ("Planet Fitness" "us" or "we") (an independently owned and operated franchisee of Pla-Fit Franchise LLC), its assigns, affiliates and other parties authorized by Planet Fitness including, but not limited to, Pla-Fit Franchise, LLC, its parents, subsidiaries and affiliates (collectively, "PF Corporate") to initiate transfers from the Primary Payment Account designated above for the purpose of billing all or a portion of the recurring Monthly Membership Fee I owe to Planet Fitness on or around the 17th of each month and the Annual Membership Fee on or around the date indicated above until all of my obligations are paid under this agreement. I understand that my obligation under this agreement includes the Monthly Membership Fee, Annual Membership Fee, service fees for uncollectable monthly dues, applicable taxes, charges and any other unpaid fees or dues. I also understand that the Alternative Payment Account designated above may be used by Planet Fitness to bill for any retail transactions and/or online purchases initiated by me. If at any time Planet Fitness is unable to successfully bill the Primary Payment Account for any fee or other obligation mentioned above, I further understand that Planet Fitness may re-submit the fee to the Primary Payment Account and/or bill the Alternative Payment Account for any fee or obligation (including service charges), or any portion thereof. I agree that transfers of portions of an overdue balance are authorized. This authorization will remain in full force and effect until all of my obligations are paid in full under this agreement. I understand that the amounts debited from my account may vary each month based on additional amounts owed to us in accordance with the terms of this agreement. I confirm that I am authorized under the terms of the applicable agreement with my financial institution to use the accounts designated above for the purchase of goods and services from Planet Fitness and agree to comply with my financial institution's requirements at all times while this authorization is in effect. e-signed (Member Initials)

Cosigner Authorization & Waiver

Parent/Guardian: Planet Fitness does not accept members under the age of 13. In exchange for Planet Fitness allowing my minor child who is 13 years or older to purchase a membership, I agree to the Release of Liability and Assumption of Risk clauses in this agreement and I agree to defend, indemnify and hold harmless Planet Fitness and PF Corporate to the fullest extent permitted by law for any claim brought by my minor child against Planet Fitness and/or PF Corporate. I also promise to pay any financial obligation that my minor child does not pay for any reason and acknowledge that the payment information provided above is my account. I understand and agree that if my minor child is under the age of 16, he or she must be accompanied by a parent or guardian at all times while at any Planet Fitness facility.

Financial Cosigner: I promise to pay any financial obligation that the member does not pay for any reason and acknowledge that the payment account information provided above correctly identify my accounts. I also agree to defend, indemnify and hold harmless Planet Fitness and PF Corporate to the fullest extent permitted by law for any claim brought against Planet Fitness and/or PF Corporate by the member.

Name: _____ Address: _____ Phone: _____ Authorized Signature: signed

RELEASE OF LIABILITY ASSUMPTION OF RISK CLUB RULES BUYER'S NOTICE & RIGHT TO CANCEL

I understand and expressly agree that my use of this Planet Fitness facility 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 use of the facilities and can range from minor injuries to major injuries, including death. In consideration of my participation in the activities and use of the facilities, exercise equipment and services offered by Planet Fitness 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 facilities including, without limitation, exercise equipment, tanning, massage beds/chairs, and participation in PE@PF® or other exercise programs or use of other services, equipment and/or programs offered to members. I further agree that Planet Fitness, PF Corporate, their respective affiliated companies, parents, subsidiaries and the officers, directors, shareholders, employees, managers, members, agents and independent contractors of such entities 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 Planet Fitness, PF Corporate, or anyone acting on their behalf, whether related to exercise or not. Accordingly, to the fullest extent permitted by law, I do hereby forever release, waive and discharge Planet Fitness and PF Corporate from any and all claims, demands, injuries, damages, actions or causes of action related to my use or my guest's use of the facility (collectively, "Claims") against Planet Fitness, PF Corporate, or anyone acting on their behalf, and hereby agree to defend, indemnify and hold harmless Planet Fitness and PF Corporate from and against any such Claims, including Claims made by my guests. I further understand and acknowledge that neither Planet Fitness nor PF Corporate manufactures fitness or other equipment or products available in its facilities and therefore Planet Fitness and PF Corporate will not be held liable for defective equipment or products.

I understand I am not obligated to sign this agreement and should not do so if there are any unfilled blanks. I understand my right of cancellation and the billing and refund policies. I understand my release of liability, assumption of risk and agreement to indemnify, defend and hold harmless and I have been given the opportunity to review and ask questions related to my use of the facilities, exercise equipment, tanning, massage beds/chairs and other equipment, as well as my participation in exercise programs or other services and/or programs offered to members. I agree to comply with Planet Fitness' membership policies and club rules that may be communicated to me from time to time, whether in writing, electronically, through club signage or verbally. Planet Fitness may, in its sole discretion, modify any policy or club rule at any time and from time to time without advance notice. Planet Fitness reserves the right, in its sole discretion, to refund the pro-rated cost of unused services and terminate my membership immediately for violation of any membership policy or club rule. By signing below, I acknowledge and agree to all of the terms contained on the front and back of this agreement.

The Total Term of Your Membership is 12 Months. [Cal. Civ. Code § 1812.84].

e-signed TBD e-signed TBD
Member's Signature Date Planet Fitness Authorized Signature Date

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT AND IT IS COMPLETELY FILLED OUT. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY OF THE HEALTH STUDIO 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. THE NOTICE SHALL BE SENT TO PLANET FITNESS AT 2041 E. HIGHLAND AVE., SAN BERNARDINO, CA 92404.

PLEASE READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING.

1. Parties

San Bernardino Fitness LLC, d/b/a Planet Fitness® (Planet Fitness) and you agree that by signing this agreement, you are purchasing a membership or services and agree to all the terms contained in this agreement. The terms "you" and "Planet Fitness" include heirs, estates, agents, representatives, officers, directors, shareholders, managers, members, successors, affiliates, parents, subsidiaries and employees. Both parties make this agreement on behalf of, and it binds, all these included persons and entities. It is your responsibility to notify Planet Fitness of any change in your mailing address, billing information or contact information.

2. Representations

A) Physical Condition & No Medical Advice: You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of Planet Fitness' facilities. You acknowledge that Planet Fitness did not give you medical advice before you joined, and cannot give you medical advice after you join. We do not give members advice relating to their physical condition or ability to use the facilities, so if you have any health or medical concerns now or after you join, please discuss them with your doctor before using the facilities.

B) Liability for Property: Neither Planet Fitness nor PF Corporate (as previously defined) is liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around Planet Fitness's premises including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to Planet Fitness' facilities, you are liable to Planet Fitness for its cost of repair or replacement.

C) Entire Agreement & Enforcement: You acknowledge that neither Planet Fitness, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement. This document contains the entire agreement between you and Planet Fitness and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Planet Fitness does not enforce any right in this agreement for any reason, Planet Fitness does not waive its right to enforce it later. This agreement and all physical or electronic copies hereof will be deemed to be valid and authentic and you intend and agree that such copies will be given the same legal effect as the original signed agreement.

3. Membership

A) General: Your membership permits you to use Planet Fitness' premises, facilities, equipment and services and your dues are in exchange for such access whether you use the facilities or not. Your membership is subject to all current company policies, rules, terms, conditions and limitations including, but not limited to, PF Black Card® benefit rules, transferability rules, guest privilege rules, and dress code. Your membership gives you no rights in Planet Fitness, PF Corporate, its management, ownership, property or operation. Planet Fitness may assign or transfer your membership in its sole discretion. You have no right to assign your membership or this agreement. Planet Fitness can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, benefits or facilities is valid only at your home club, unless otherwise provided by Planet Fitness in a signed writing.

B) Group Fitness Instruction (PE@PF®): Planet Fitness may offer pre-scheduled group fitness instruction from time to time. The number of participants in group sessions may be limited. Group sessions will be made available either on an appointment basis or on a "first come, first served" basis. These classes are strictly informational and instructional in nature and not intended as personal training.

C) PF Black Card Reciprocal Access: If you purchase a PF Black Card Membership, there are additional rules and limitations governing reciprocal access, including the requirement to sign in at any visiting (non-home club) location. Reciprocal access is limited to 10 visits per month to a visiting location. Additional fees may apply if you exceed 10 visits to the same visiting club in a month. Each time you visit a club outside of the country in which your home club is located, an additional fee may apply. If a PF Black Card member has a membership balance at the home club, then management at visiting (non-home club) location may not allow the use of that Planet Fitness location. During the visit at non-home club location, PF Black Card members and their guests are required to follow non-home club policies.

D) PF Black Card Guest Privileges and Other Benefits: PF Black Card members may bring one guest per day for free to any location. All guests must be 18 years old or at least 13 years old if accompanied by a parent/guardian and must sign a guest registry. Adult guests must present photo identification when signing in. If PF Black Card members' guest has or had a membership at any Planet Fitness location and that membership has an existing balance, then that particular guest may not be allowed to use the Planet Fitness club. The PF Black Card member must accompany the guest and remain on the premises during the entire visit. PF Black Card guests are not entitled to use tanning or any other PF Black Card benefit or amenity. PF Black Card members must be 18 years old to use the tanning facilities, and may not use the tanning facilities more than once every 24 hour period. Tanning may be further restricted by your state and/or local laws, ordinances and regulations, which include, among other things, that you wear the protective eyewear, and limit your time tanning to the maximum exposure time recommended by the manufacturer. You agree to abide by all such tanning restrictions.

E) Transfer of Location: If you are a monthly member, you can transfer your membership from your home club to another club provided you are current on your monthly dues and have been a member for at least ninety (90) days. Prepaid memberships are not transferable. A transfer fee may apply.

F) Membership Freeze: Your membership can be frozen for verified medical reasons only at time of illness, injury or medical condition. Your freeze will be limited to the time indicated as necessary by your physician, up to a maximum of three (3) months. Your monthly dues will be automatically reinstated at the end of your freeze and billed to the account on file with Planet Fitness unless you cancel your membership or you are approved for a longer freeze. Please note that you will still be billed for your Annual Membership Fee when it is due, even if your account is frozen.

G) Non-Discrimination: It is the policy of Planet Fitness not to discriminate against any person on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation, age or disability.

H) Changes to Membership Agreement: Planet Fitness may, from time to time, make changes to this agreement, other than to your guaranteed Monthly Membership Fee. Such revisions will be effective immediately, provided, however, such revisions shall, unless otherwise stated, be effective thirty (30) days after notice. Your continued use of Planet Fitness' facilities and/or services shall constitute acceptance of these changes.

I) Privacy: Planet Fitness and PF Corporate collect, use and disclose certain personal information of members in accordance with their Privacy Policies, which are available free of charge upon request. The PF Corporate Privacy Policy is available at www.PlanetFitness.com. Please review the Privacy Policy before signing this agreement as it contains important information relating to your personal information. Either may contact you from time to time by telephone, email, text message or other means with information and offers related to your membership which may be of interest to you. If you do not wish to receive such messages, you can opt out at any time.

J) Dispute Resolution: In the unlikely event that Planet Fitness and/or PF Corporate is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), we each agree to resolve such disputes through binding arbitration or small claims court rather than a court of general jurisdiction. For simplicity and fairness, arbitration will be conducted on an individual basis in accordance with the American Arbitration Association's rules for consumer arbitration. By signing this agreement, you acknowledge and agree that you, Planet Fitness, and PF Corporate are each waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. This Dispute Resolution provision shall apply to this contract unless, within thirty (30) days of signing this contract, you notify Planet Fitness in writing that you reject this provision. Such notification must be made in writing delivered to the club address listed on the first page. Rejection of this provision shall have no effect on the remaining provisions of this contract.

4. Rules & Regulations

You agree to follow Planet Fitness' membership policies and club rules. Planet Fitness may, in its sole discretion, modify the policies and any club rule without notice at any time. Club rules vary by location and all signs posted in a club or on the premises and any verbal communication from Planet Fitness shall be considered a part of the club rules. Planet Fitness reserves the right, in its sole discretion, to terminate your membership at any time, effective immediately, for violation of any membership policy or club rule.

5. Dress Code

Planet Fitness strives to provide a safe and comfortable environment for all members. As such, Planet Fitness management and staff may enforce, and you agree to abide by, a dress code in all areas of the club. Clothing that may be perceived as intimidating, revealing or offensive, as well as clothing that may present a safety hazard or damage equipment, is not allowed.

6. Account Information Notifications

Planet Fitness may contact you via telephone, email, text message or other means from time to time for the purpose of notifying you of issues related to your membership or billing information or for automatic payment processing issues. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive membership and billing-related communications from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, and the Rosenthal Fair Debt Collection Practices Act, and Cal. Bus. & Prof. Code §17538.41, §17538.43.

7. Facilities & Services

A) This club membership agreement entitles you to access this facility if you have a Home Club Only membership, or all Planet Fitness facilities if you have a Black Card membership. You are entitled to access during all regular business hours, and you have access to all cardiovascular, strength and conditioning machines. Black Card members have access to massage chairs and tanning. [Cal. Civ. Code § 1812.85(b)(3)]

B) Planet Fitness reserves the right at any time to remove, discontinue, repair or replace the equipment available to members without any effect on this agreement. Planet Fitness also reserves the right to make changes to the type or quantity of equipment, programs or services offered to members and to alter the hours of operation in Planet Fitness' sole discretion. You acknowledge and agree that the equipment, programs and services currently available at the facility are subject to change from time to time and are offered on a "first come, first served basis."

C) Planet Fitness regularly closes its facilities (or portions of its facilities) for repairs, modifications, substitutions, or improvements, power outage on a temporary basis and also closes on selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable. If your home club is permanently closed, moved or sold, Planet Fitness reserves the right to assign and transfer your membership to another club within eight (8) miles of your home club, in accordance with your rights under applicable law as set forth in Section 9 below.

8. Dues, Fees, Charges & Taxes

A) Payment Authorization: You have full control over the payment authorization and can stop it at any time by notifying Planet Fitness as set forth on the front page of this agreement. You are responsible for notifying your bank or credit card company of any error that appears on your statement in a timely manner. You must notify Planet Fitness within sixty (60) days of a claimed error on your statement.

B) Charges & Taxes: Planet Fitness has the right to add to your prepaid dues or to your monthly dues any applicable tax imposed by the government as well as any utility charges or surcharges related to the facility.

9. Cancellation Rights (Buyer's Rights)

(A) Your 5-Day Cancellation Right: You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day of the health studio 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 affect. Such notice shall be sent to: Planet Fitness, 2041 E. Highland Ave., San Bernardino, CA 92404. Planet Fitness will refund all the money you paid, including your start up fees, within 10 days of when Planet Fitness receives written notice in the manner described above.

(B) Cancellation Rights & Refund: Prepaid dues, startup fees and annual fees are nonrefundable, except for 5-day cancels above or unless specifically stated otherwise below. You may cancel this agreement if there is a minimum term or if prepaid and receive a refund of unused prepaid dues if you qualify as follows: (B)(1) You Are Disabled or You Die: Your disability must physically prevent you from using the club's facilities and a licensed physician must verify this fact in writing. In case of death, your estate must provide written evidence. In either case, Planet Fitness will refund any unused prepaid dues and a pro rata refund of your start up fees if you are entitled to cancel within your initial term.

(B)(2) You Move: Your move must be more than 25 miles from your club and Planet Fitness is unable to transfer your membership to another facility within 25 miles of your new residence. You must provide written evidence of your move. If there is another club within 25 miles of your new residence, your membership will be transferred to that club and you are not entitled to a refund. If Planet Fitness is unable to transfer your membership, Planet Fitness will refund your unused prepaid dues or cancel your term membership and deduct a move fee of \$50.

(B)(3) New Facility: If you pay any money under this agreement for a facility that has not yet opened for business, you have the right to cancel this agreement and receive a full refund at any time prior to midnight of the fifth business day after the date the facility opens for business. We will refund you within 10 days of receipt of notice of cancellation.

(B)(4) Notice & Effective Date: You (your estate) must send written notice and proof of the event within 30 days after it happens. Cancellation is effective as of the date of the event. If your notice is late or lacks proof, Planet Fitness may set the effective date when Planet Fitness receives the notice. Such notice shall be sent to: Planet Fitness, 2041 E. Highland Ave., San Bernardino, CA 92404.

(C) Cancellation Rights for Agreements \$1,500.00 and Over.

(C)(1) Nothing in this section shall apply to an agreement for \$1,499.99 or less. **(C)(2)** If your agreement requires payment of one thousand five hundred dollars (\$1,500) to two thousand dollars (\$2,000), inclusive, including initiation fees or initial membership fees, you have the right to cancel the agreement within 30 days after the agreement is executed.

(C)(3) If your agreement requires payment of two thousand one dollars (\$2,001) to two thousand five hundred dollars (\$2,500), inclusive, including initiation fees or initial membership fees, you have the right to cancel the agreement within 30 days after the agreement is executed.

(C)(4) If your agreement requires payment of two thousand five hundred and one dollars (\$2501) or more, including initiation fees or initial membership fees, you have the right to cancel the agreement within 45 days after the agreement is executed.

(C)(5) If you are entitled to cancel under this Section 7(c), you shall be liable only for that portion of the total agreement payment, including initiation fees and other charges however denominated, that has been available for your use, based upon a pro rata calculation over the term of the agreement. The remaining portion of the agreement payment shall be returned to you by Planet Fitness.

10. Limitation of Liability

Unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental, consequential or punitive damages, even if one party told the other party that they might suffer these damages.

11. Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers 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.