

Month to Month Unlimited Membership- 1 Year

Term Length and Renewal

This Agreement is a Fitness contract made between "User" and Fusion Gym described here as "Fusion". I understand and agree that I am referenced as the "User" or I am accepting responsibility and signing on behalf of the minor "User". I realize that I am purchasing a Fitness training service, which are not services of any specific individual and may be assigned to different trainers during the course of my contract. It is expressly understood and agreed that this contract is not assignable or transferrable. I understand that my services become available when my account is active, paid and in good standing.

This Membership agreement is **one-year contract**. Membership payment is: **pay monthly at One Hundred Thirty Five and No/100 Dollars (\$135.00) per month with automated twelve 12 months payments**. This membership entitles the User to **unlimited classes per month**. New one-year membership contracts will automatically renew and be charged for another 12 months with same payment terms at the end of the term unless the required 30-day written notice is given prior to your 12 month contract of termination.

All Memberships have a **Required Non refundable Administrative fee**, which will charge at a **rate of seventy-five dollars (\$75.00)**. Administrative fees re-applies after 6 month laps of services.

Payment Responsibilities

I am aware that all services and membership dues will be paid monthly only by ACH. ACH is an automatic monthly deduction from a checking, savings or credit card account. A payment of cash or written check is not accepted. I understand I have a choice to pay with any ACH payment option. This is an ongoing agreement and deductions will be maintained unless the User provides a written 3-day Change notice with a new account to withdraw from.

This agreement authorizes Fusion to automatically charge the amount of User's monthly dues, fees and any unpaid services not paid at the time of service automatically on ACH. **Reoccurring monthly ACH will post on the Anniversary Date of purchased membership**. I understand that if any ACH charge does not process for any reason, I will automatically be charged a **twenty-five dollar (\$25.00) fee each time a payment is declined**, Fusion will attempt to withdraw the funds a second time. If returned a second time, I must pay all fees and dues prior to using my next service at Fusion Gym. I also understand that if my monthly recurring **dues are not paid in full within seven (7) days of the due date, interest will accrue at 1.5% per month**. I also understand that after 60 days of non-payment my account will be subject to collections. All Services and Membership are subject to One (1) price adjustment per 12 months. Contracts that are paid on month-month basis will be charged new price adjustments on the next month's scheduled payment.

I understand that if my Agreement is not paid as agreed, I will be responsible for any costs Fusion incurs to enforce this Agreement, including but not limited to, collection expenses, attorneys' fees, and court costs.

Change, Termination and Cancelation

The User has read and understands and agrees to the terms and options of termination or cancelation as detailed below. In any and all events or need to terminate or cancel of the membership a written notice must be mailed by certified mail to the following address:

Fusion Gym, LLC | 5261 N Port Washington Rd, STE 200 | Glendale, WI 53217

(1) I have 3 days to cancel my membership after the initial sign-up only. I may cancel this contract by mailing a notice stating my desire to cancel this contract to Fusion Gym by Midnight of the Third (3rd) Business Day after the day I sign this contract.

(2) User may **freeze** their membership for **up to five (5) months in a twelve (12) month contract term for qualifying reasons** such as college summer vacation, extended business travel, or if temporarily injured with an appropriate doctor's note. A freeze may be granted on a case-by-case basis at the decision of Fusion with a written notice to Fusion. The **cost to freeze is fifteen dollars (\$15.00) per each month** during the term of the Freeze, regardless of reason.

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(3) User may cancel their unused membership with 30 days written notice to Fusion Gym address prior to the next months billing. Fusion approval of termination without fee requires one of the following circumstances: *Completed agreement length (# of months), *proof of move outside of the 5 county Milwaukee area (Milwaukee, Ozaukee, Racine, Washington, and Waukesha), *proof of permanent medical condition prohibiting exercise.

I understand that I also may **voluntarily cancel my agreement** at any time inside of the contract without Fusion approval by contacting Fusion and paying a **cancellation buy out fee equal to thirty (30%) percent of the remaining balance** due of the fitness agreement. Recurring monthly amounts due will continue to accrue until the cancellation note is received and the cancellation fee is paid.

(4) All Classes and training require online registration. I understand that if I am unable to attend a service I registered for that **I am required to cancel that service online six (6) hours prior to the scheduled service. Failure to cancel online prior to a service will result in a five dollars (\$5.00) cancellation fee per missed episode.** I understand that all group training sessions are to be held at set specific times and under certain circumstance Fusion may require cancelation of services. Fusion will use every effort to contact the member prior to canceled services. User will not loss nor receive credit for service cancelations administrated by Fusion.

(5) If Fusion goes out of business and does not provide facilities within ten (10) miles of the facility in which User is enrolled or if the gym moves more than ten (10) miles from the facility in which User is enrolled, I may cancel this contract by mailing a notice to Fusion stating my desire to cancel this contract, accompanied by proof of payment on the contract.

(6) Death or becoming totally and permanently disabled after the date this contract takes effect, the User or User's estate may cancel this contract. The User is liable for only that portion of the total consideration portion to the elapsed portion of the agreement at the time of death or disability. Fusion Gym may require proof of Disability or death. If I do cancel, any payments made by me less the value of the services already provided to me, will be refunded within 30 days after the notice of cancellation is delivered, and any evidence of any indebtedness executed by User will be canceled by Fusion and arrangements will be made to relieve User of any further obligations to pay the same.

Without limiting Fusion's ability to terminate this agreement for cause, Fusion may terminate this agreement and/or membership for any reason at the end of any given month. If Fusion elects to so terminate, Fusion will refund a pro rata portion of any dues applicable to future month(s).

I have read, understand and hereby agree to the terms and conditions of contract as defined of this contract know that it affects my legal rights.

I acknowledge that this release document was signed by me willingly and I certify the free and able of giving such consent.