



# ONLINE ONLY MEMBERSHIP AGREEMENT

333 Boston Rd., Billerica, MA 01821  
 phone: 978-667-0083 fax: 978.439.0597  
 email: info@pro-fitnessplus.com

The Time is NOW! **Spring Into Shape!**

**75% Enrollment \$19.99 /MO.**

**Includes: 24/7 Access, Boxing Gym, Aerobics Classes, Tanning and Spinning**

Restrictions Apply. Offer expires May 5, 2018



**25 YEARS GOING STRONG!**

Please Fill out Highlighted Areas.

NAME PLEASE PRINT		DOB	AGE	SSN/LIC#
ADDRESS			CITY, STATE, ZIP	
HOME PHONE#	WORK PHONE #		EMAIL ADDRESS	
TODAY'S DATE				TYPE OF MEMBERSHIP E.F.T. <input checked="" type="checkbox"/>

Monthly Dues \_\_\_\_\_ Commitment 0 /mo.

- The Pro-Fitness Plus (PFP) Membership is valid for one (1) person.
- The PFP Member is entitled to full usage of PFP as described above. Certain educational testing, special use equipment or special classes may be added in the future for which the PFP member would pay on a per use basis.
- The membership is non-refundable, non-cancellable and non-transferable except as specifically provided in this agreement. Mastercard, Visa and membership charges will not be refunded.
- MEMBER'S RIGHT TO CANCELLATION:** You may cancel this contract by notifying PFP in writing by certified mail to Pro-Fitness Plus, 333 Boston Road, Billerica, MA 01821 accompanied by the contract form, membership card and any other documents previously delivered to you by Pro-Fitness Plus.
- The undersigned is familiar with the risks inherent in sports and activities such as those conducted at PFP and the risk of personal injury to himself/herself when undertaking such sports activities. PFP encourages member to have a complete physical examination before participation in any sports and activities. The undersigned hereby assumes all risks of personal injury and property damage to themselves from or in any way associated with entry upon PFP property and/or participation in any of these sports or recreational activities sponsored by PFP. The undersigned hereby releases PFP and its officers, agents and employees from all claims, liability or demand of any kind or on account of any personal injury, property damage or other damages arising out of and/or participation in said sports activities. Further, the undersigned confirms he/she has read and understands release.
- EFT POLICY:** This EFT plan requires the member to sign up online, plus have monthly dues withdrawn from member's checking account or credit card. **This online membership plan has no minimum commitment.** This EFT plan has an annual membership fee of \$69.99 which will be billed every year annually in June or shortly thereafter. \_\_\_\_\_ Initial here. This monthly billing will occur thru either statement savings account, checking account or debit/credit card. Non-payment of monthly dues will result in a \$25 service charge. Two non-payments will result in termination from EFT program. Past due balance, service charges, remainder of monthly dues and return of membership card will be required within 5 business days from notice of termination. Failure to pay will result in legal action. All legal and administrative costs will become the member's responsibility, and the club reserves the right to credit report the delinquent accounts that are part of the normal collection activity. EFT membership freeze fee = \$8/mo. (A member may cancel this agreement with 45 days prior written notice by certified mail.) \_\_\_\_\_ Initial Here.

Your first withdrawal will occur once this completed agreement has been submitted. Any changes to EFT submitted after the 7th of the month will be processed and effective on the 15th of the following month.

First Withdrawal: \_\_\_\_\_ X \_\_\_\_\_



# Customer Assignment and Electronic Funds Transfer Authorization

• Attach this form to the Retail Installment Agreement •

FULL NAME AS IT APPEARS ON CHECKING OR SAVINGS ACCOUNT

\_\_\_\_\_

- CHECKING
- SAVINGS



BANK ROUTE/TRANSIT NUMBER

\_\_\_\_\_

BANK NAME

\_\_\_\_\_

BANK ACCOUNT OR CREDIT CARD NUMBER

\_\_\_\_\_

I hereby request that all correspondence be sent by AAC to my E-mail address and understand that all E-mail correspondence will comply with provisions of F.D.C.P.A.

I (We) hereby authorize AAC to draft my (our) account indicated above. I understand that I am in full control of EFT payments. I may change payment method at any time with 15 day prior written notice to AAC. EFT data changes must be submitted 10 days prior to your next due date.

AAC reserves the right to add the following fees to customer account balance should any of the following occur. Re-clear customer check and/or EFT draft-five dollars, unpaid EFT draft-fifteen dollars, declined credit card debit-fifteen dollars, unpaid credit card charge back-twenty-five dollars, unpaid customer check-fifteen dollars. Scheduled payments received more than ten (10) days after the due date are assessed a late fee: scheduled payment amount less than twenty-five dollars- \$5.00, scheduled payment amount twenty-five dollars or more-\$10.00. Subject to appropriate state and federal law.

FIRST PAYMENT DATE	____/____/____
\$ <b>\$19.99</b>	x <b>0</b>
PAYMENT	MONTHS

TYPE OF CARD \_\_\_\_\_

CARD EXPIRATION DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

CREDIT CARD **AAC WILL NOT accept bank account debit cards**

CUSTOMER E-MAIL \_\_\_\_\_

Attach void check or other supporting EFT documentation here. STAPLE THIS SIDE ONLY.

PURCHASER SIGNATURE **X** \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

7. If a member is under the age of 18, the parent or legal guardian signing below agrees to the terms and conditions of this agreement on behalf of said member. Parent or legal guardian must also submit a copy of his or her driver's license or state-issued I.D. with this agreement.

**RULES AND REGULATIONS:** (a) Gym shorts with T-shirt or sweat suit and sneakers are to be worn on exercise floor. Shirts must also be worn at all times. No bare backs on equipment (no exception); (b) The use of chalk will not be permitted on exercise floor in any way, form or manner. Non-adherence to this rule may result in termination of membership; (c) Locks placed on lockers overnight are subject to removal by management without notice, relieving PFP of any and all responsibilities on contents inside; (d) PFP requests that you present membership card upon entering the premises or you may be denied the use of gym. Membership card is not transferable. Lost or stolen cards must be reported and replaced (\$5 replacement fee); (e) It is expressly understood and agreed upon that the use of any free weight must be returned to its proper place. It is also understood that any member that does not adhere to this rule and repeatedly ignores warnings will be subject to the immediate termination of their membership. PFP specifically states that initiation fees are not refundable.

**Pro-Fitness Plus Refund Policy:** REFUNDS on any special rate will void the discount price and be subject to regular club rates and pro rated accordingly to closest monthly rate. Refunds on regular rates are pro rated accordingly to closest monthly rate.

PRO-FITNESS PLUS RESERVES UNTO ITSELF THE RIGHT TO REVOKE OR SUSPEND ANY MEMBERSHIP WITHOUT SHOWING CAUSE. IN SUCH EVENT A PRO RATA SHARE OF THE MONIES PAID PURSUANT TO THIS AGREEMENT SHALL BE REFUNDED IN ACCORDANCE WITH REFUND POLICY

Member acknowledges that he or she has read and received a copy of this membership agreement and will abide by all rules and regulations set forth.

I hereby represent to Pro-Fitness Plus that I am desirous of purchasing the Pro-Fitness Plus Membership as set forth in the agreement which I have signed. I further agree to use the facilities in accordance with the rules and regulations of Pro-Fitness Plus.

_____	_____	_____ Online P.F.P.
Member's Signature	Parent or Legal Guardian	Member Rep:

## SUBMIT YOUR MEMBERSHIP TO: **PRO-FITNESS PLUS**

fax: 978.439.0597

email: info@pro-fitnessplus.com

**OR DROP OFF TO:**



333 Boston Rd.  
Billerica, MA 01821