

MEMBERSHIP TERMS & CONDITIONS

General Agreement:

I had an opportunity to refuse signature & deny membership, therefore allowed to object to these terms of membership. ***My signature signifies consent to regulations in which I have also received a copy of these terms.***

Important Legal Notice:

_____ Total Body Gym will lawfully collect all fines, extra fees, and surcharges allowed by law through the agreed terms of service. All collection negotiations are conducted before the lawsuit is filed. You will receive an invoice or a notice of intent to file which you may then dispute charges. ***Failure to respond, it is implied you accept all charges listed and a lawsuit will be registered to collect payment.*** Any time after the litigation process begins or a lawsuit is filed, you will have Additional Legal Fee of up to \$450 applied to your account. Abrupt stop payments, closed draft accounts are an immediate breach in terms of membership, & will file suit immediately upon receiving the notification or refusal of payment.

Agreement Acknowledgment: By signing & opening a membership with Total Body Gym, I understand fully and aware of all charges that can apply to my account; I agree that I will follow in accordance and agreement with the cancellation process. I understand and acknowledge that ***NO other type of cancellation notifications will be accepted other than online (www.mybodygym.com) or in-person between business working hours.*** I can and WILL be held legally bondable to my agreement with these terms and conditions as well as all cancellation terms and additional financial agreements, rules, and regulation agreements that have been provided to me by Total Body Gym. I understand that should I receive and invoice and choose to avoid disputing charges or making arrangement to make my account satisfactory I will be held legally responsible for the amount in full or should any and all my drafts come back NSF, Stop Payment or Closed account, a lawsuit WILL BE FILED, and I will then be responsible for all membership fees or fines assessed to my account as well any and all fees to pursue collections, court cost, and filing fees.

Other Fees & Fines: If my draft payment, credit/debit card, or check RETURN due to insufficient funds, NSF, a charge of (\$66) and a (\$12) charge for each submission will charge to my account. A stop payment charge of (\$66) can charge to my account, should I close my bank account without proper notification and costs are returned. A fee of (\$15) for Key Tag damaged or non returned will be assessed. I also accept and acknowledge that if, for any reason, my membership payment does not process, I can incur additional fees, including a difference in membership price equivalent to current cash membership rates, and any increases in bank charges or costs. ***I acknowledge it is essential to complete the required procedures to cancel my membership successfully or pay my financial obligation to Total Body Gym so that I do not incur additional charges.***

Cancellations:

_____ I understand and agree ***I MUST provide 2 FULL MONTHS to cancel this membership***, submitted appropriately. I all monies for all monthly draft(s) and or final draft(s) will be available or that I have paid my invoice in-full and am a current and satisfactory account with Total Body Gym. I receive CONFIRMATION of cancellation with a notice stating my last draft date, the amount due, last date of access, and when the key tag is expected. I acknowledge the tag can be left with an employee, in the KEY TAG Box, or sent via postal mail, but UNTIL it is in the confirmed possession of Total Body Gym, I am held entirely responsible. It is my responsibility to ensure that the card is working when returned and the account is satisfactory, or additional fees can incur.

_____ ***If I do not return the tag, it is an implied consent that I wish to continue my membership and revoke my cancellation.*** My membership will remain at the current membership rates, and should the draft payment not complete successfully, a monthly cash rate will incur until another notice of cancellation is received. I could be entitled to a month or more in a membership, depending on when my draft cancellation takes effect. All ADDITIONAL fees added on top of the original membership draft amount are my financial responsibility to pay or be held legally liable.

_____ ***I acknowledge I can and will be held legally responsible for any fines, charges, membership fees, and any costs to pursue the collection of monies, including but not limited to: legal fees, collection fees, court costs, and past due balance.***