



Membership Agreement

ELEMENT FITNESS + MIND + BODY

7880 QUIVIRA ROAD • LENEXA, KS 66216

79th and Quivira
www.ElementFitnessKC.com

Source _____

Membership # _____

Membership type: _____

I understand I will be charged an additional \$10 per month if my EFT information is not current or delivered _____

on the principal sum from the due date at the rate of 18 percent per month per annum until paid in full. In addition, the club reserves the right to suspend or terminate the membership of any person who is delinquent in payments for 30 days.

5. Terms of Membership Paid Monthly. Membership in the club shall begin as of the Membership Commencement Date and shall remain in full force and effect until terminated as provided herein. **AFTER THE INITIAL MEMBERSHIP PERIOD OF _____ MONTHS, MEMBERSHIP WILL CONTINUE WITHOUT RENEWAL UNTIL TERMINATED BY 30 DAYS' WRITTEN NOTICE FROM MEMBER.** Thirty days prior written notice to member shall be required for any change in monthly membership dues.

6. Any member with a balance due wishing to terminate their agreement may do so by paying 50% of their balance due plus a \$50 exit fee. Once payment is received, the members agreement will end.

7. Terms of Prepaid Membership. Memberships paid in advance begin as of the Membership Commencement Date and continues until the Membership Renewal Date. All fees received by the club for any prepaid membership are non-refundable.

8. Bridging a Membership. Requests for bridging a membership (placing on hold) will be honored for medical reasons and extenuating circumstances and are subject to approval by the management. Membership must be bridged for a minimum of three months and must not exceed six months, for a \$15.00 fee. Member's obligation for payments, set forth in this agreement will be suspended during the bridge period and reactivated for the remaining unpaid membership fees.

9. Transfer of Membership. A Member may arrange for the transfer of his/her membership in the club, providing that all monthly dues, service fees, late charges and other charges are current. A onetime processing fee of \$50.00, together with dues for the first month must be paid by the new Member before a transfer of membership will be approved. No enrollment fee will be charged to the new Member. The club is not obligated to repurchase memberships or the assist Members in arranging for the transfer of their membership.

11. Member's Waiver of Claims. In consideration of accepting my membership in the club, I, intending to be legally bound hereby, for myself, my heirs, executors and administrators, waive and release any and all right and claims for losses and damages that I may have against Element Fitness, LLC., its shareholders, officers, directors, employees, servants and agents, and their successors and assigns, for any and all injury suffered by me or my person or property, whether known, unknown, foreseen or unforeseen, arising from my membership in the club or the use of its facilities and equipment and programs. I attest that membership in the club and use of its facilities, equipment and programs, is undertaken at my sole risk.

11. NOTICE TO CUSTOMER
YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT, YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE THE SEVENTH DAY AFTER RECEIVING A COPY OF THE AGREEMENT. IF YOU CHOOSE TO CANCEL THIS AGREEMENT, YOU MUST EITHER:
1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED MAIL, RETURN RECEIPT REQUESTED OR
2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:
ELEMENT FITNESS, LLC. 7880 QUIVIRA ROAD, LENEXA, KS 66216
IF YOU CANCEL THIS AGREEMENT WITHIN THE SEVEN-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY. IF THE SEVENTH OPERATING DAY FALLS ON A SUNDAY OR A HOLIDAY, NOTICE IS TIMELY 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 CLUB. "OPERATING DAY" MEANS ANY DAY ON WHICH PATRONS MAY INSPECT AND USE THE FACILITIES AND SERVICES OF THE CLUB.

12. Disputes. In the event of litigation, the prevailing party shall recover attorney fees, costs and expenses in addition to damages otherwise allowed and costs taxable at law. In the event the club engages an attorney to collect any money past due and owing by Member, whether or not collection actions result in litigation, the club shall recover its attorney fees, costs and expenses.

13. Entire Agreement. This Agreement and such further instruments as are required by or referred to herein merge all previous negotiations between the parties and constitute the entire agreement and understanding between the parties with respect to the subject matter hereof.

14. Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder and no course of dealing between or among the parties shall operate as a waiver of any such right, power or privilege, except as this Agreement may provide otherwise. No waiver or default or right on any one occasion shall constitute a waiver of any subsequent default of the same or other right on a subsequent occasion. No single or partial exercise of any right, power or privilege shall preclude the further or full exercise thereof.

15. Applicable Law. This Agreement shall be interpreted, governed and construed in accordance with the laws of the State of Kansas.

MEMBER SIGNATURE(s) _____

ELEMENT FITNESS, LLC. by: _____

Title _____

Date _____

OFFICE USE ONLY

Paid: Cash Check M/C/V Other

Amount Collected \$ _____

Date _____ MA _____

EFT Amount _____

Membership Commencement Date _____

Beginning EFT date _____

Membership Renewal Date _____

Name(s) _____

Home address: _____

Email: _____

Home phone: _____ Business phone: _____

In case of emergency contact: _____

List others on membership and birthdates: _____

This Agreement is made between ("Member") and Element Fitness, LLC.

1. Obligations of Membership. Each Member agrees to abide by the terms and conditions set forth in this Agreement and by the Rules, Regulations, and Conditions of Membership ("Rules"). The club reserves the right to alter the Rules without notice and to suspend or terminate the membership of any Member that does not abide by the Rules. The club further reserves the right to suspend or terminate the membership of any person who is delinquent in the payment of any dues, fees or other monies.

2. MEMBERSHIP PLANS AND 0% INTEREST PROMISSORY NOTE

This contract shall be for a period of _____ months and _____ days. Member hereby purchases a club membership on the following terms, conditions and promises to pay the *Total Membership Fee to Element Fitness, LLC. as described below:

Monthly EFT	Prepaid
Monthly Membership Dues _____	Prepaid Member Fee _____
+ Upgrades _____	+ Upgrades _____
Tax _____	Tax _____
Total Monthly Membership Fee _____	Total Prepaid Membership Fee _____
Payment Schedule	Activation Fee _____
\$ _____ x _____ months	
* Total _____	
Activation Fee _____	

NOTE: Any increase in dues or sales tax will be added to the balance due and will be reflected in monthly payments.

3. Payment. Member hereby authorizes club or IT'S ASSIGNS to initiate debits of Member's bank to Member's account indicated below. This authorization shall remain in full force and effect until terminated by Member by 30 days' written notice to the club.

METHOD OF PAYMENT

Bank Name: _____

Bank Transit No. _____ Acct. No. _____

VIISA M/C DISCOVER AE

Acct No. _____ Exp. Date _____

Indemnification. In the event Member has authorized direct debits to Member's bank or account, Member hereby agrees to indemnify and hold club harmless from and against any liability, loss or expense, including attorney fees and costs of defense, that club may sustain as a result of claims, demands, or causes of action arising out of any debits made by Member's bank to Member's account under such authorization.

4. Late Payments. All monthly dues are due and payable in full on or before the _____ of each month. A late charge of \$10.00 will be charged and collected for dues not received within 10 days after the due date of each month. If monthly dues, late charges, service fees or any other monies are past due and owing for 30 days, interest will accrue.