



Blaine Everyday Fitness Inc.

1733 H Street, Suite # 850

Blaine, Washington 98230

Tel/Fax: (360) 332 7210

Name..... Birth Date...../...../..... DL#..... SSN#...../...../.....  
First MI. Last Mo. Day Yr.

Address..... Email.....

City..... State..... Zip..... Res. Ph #.....

Employer..... Work Ph#.....

Emergency Contact..... Emer. Ph #.....

Family Members Included and Covered in this Agreement (unmarried under age 21)

Mem #	Name	DOB	Sex	Mem #	Name	DOB	Sex
1.....				2.....			
3.....				4.....			
5.....				6.....			

Membership Type:  Single  Couple  Family  Senior

**STATEMENT OF DISCLOSURE:** I agree to and understand the following payment schedule:

Membership length ..... Months Beginning ...../...../..... Expiring ...../...../.....

Initiation Fee \$..... Payment made by:  Cash  Check #.....

Dues \$.....  Visa  MC

Sales Tax \$..... Payment Method:  Paid in Full  E.F.T  Auto Draft

Additions (Below) \$.....  Acct (\$3/Monthly Fee)

Total Due \$..... Monthly Dues \$..... per month for period ..... consecutive months  
 Beginning...../...../..... (M/D/Y) and due the ..... day of each month thereafter

**NONREFUNDABLE AMOUNT**

**I UNDERSTAND THAT HAVE PAID OR AM OLIGATED TO PAY \$..... AS AN INITIATION OR MEMBERSHIP FEE AND UNDER NO CIRCUMSTANCES IS ANY PORTION OF THIS AMOUNT REFUNDABLE**

.....  
**BUYERS SIGNATURE**

.....  
**DATE**

Additions and Special Conditions must be listed

Here:.....  
 MEMBER ACKNOWLEDGES HAVING AND RECEIVED A FILLED-IN SIGNED COPY OF THE AGREEMENT, A DESCRIPTION OF SERVICES AND EQUIPMENT, A COPY OF THE RULES AND REGULATIONS AND AGREES TO THE MEMBERSHIP TERMS AS STATED HEREIN:

AUTHORIZED BY..... MEMBER.....

**MEMBERSHIP TERMS ON BACK**

## Membership Terms

This Agreement represents the complete understanding between the Member and Blaine Everyday Fitness Inc. No representation, written or oral, other than those contained within the Agreement is authorized by or binding upon Blaine Everyday Fitness Inc.

**DEFAULT/LATE PAYMENT** - Nonpayment and late payment of any charge constitutes default under this Agreement. Member agrees to pay \$5.00 or 5% of the amount due, whichever is greater, as a late penalty fee if monthly account payment is received more than 5 days past the due date. Any payments returned by the bank or other financial institutions will be subject to a \$15.00 return fee. Should Member default and any installment fall 90 days delinquent after its scheduled due date, Member agrees to pay unpaid balance of the membership in full, to pay all attorneys fees, court costs, filing fees, including charges or commissions up to 507ot hat may be assessed to Blaine Everyday Fitness Inc. by any collection agency retained to pursue this matter, whether or not a lawsuit is filed.

**MONTHLY DUES/INITIATION FEES** - The member is obligated to pay monthly dues. Regardless of whether he or she uses Blaine Everyday Fitness Inc. facilities. Unless the membership is for a fixed term, fees and dues are not fixed and are subject to annual adjustment.

Initiation fees are not refundable. Memberships are nonproprietary, nonvoting, and nontransferable

**CANCELLATION OF MEMBERSHIP** - This contract may be cancelled, before the expiration date, by notice sent by registered mail, return receipt requested, or personally delivered to Blaine Everyday Fitness Inc. upon the Members death, permanent disability or change of permanent residence to a location more than twenty five miles from the health club. If at the date of this Agreement, Member's permanent residence is more than twenty five miles from the health club. buyer may cancel under this provision only if he or she moves an addition five miles more from the health club. Blaine Everyday Fitness Inc. may require reasonable evidence of death. disability or relocation. Member remains liable for any amounts owing at the time of cancellation.

In the event the health club closes and another health club operated by Blaine Everyday Fitness, Inc. or its assigns is not available within a ten (10) mile radius of the location Member intends to patronize, Blaine Everyday Fitness, Inc. will refund to Member his or her prorated share of the membership cost based upon the unused membership time remaining according to the contract.

Member may otherwise terminate his or her membership by notifying Blaine Everyday Fitness, Inc. in writing thirty days prior to the termination date and paying all amounts then owed to Blaine Everyday Fitness Inc. in full. Notice of termination may be given in writing by registered mail or by completing a resignation form at Blaine Everyday Fitness Inc.

Upon cancellation of a fixed term membership, Blaine Everyday Fitness Inc. may retain a portion of the total contract price representing this services used plus reimbursement for the expenses incurred in an amount not to exceed twenty-five percent of the total contract price.

**AUTOMATIC RENEWAL** - Fixed Term Agreements will automatically renew after the initial term on a continual (month to month) basis until written notice is received by Blaine Everyday Fitness, Inc. pursuant to the terms of this Agreement.

**NOTICE TO CONSUMER/RIGHT TO CANCEL** - You are entitled to a copy of this contract at the time you sign it. You may change or cancel this contract without penalty at any time before midnight of the third operating day after receiving a copy of this contract. If you choose to cancel this contract, 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:

BLAINE EVERYDAY FITNESS INC.  
1733 H STREET SUITE # 850  
BLAINE. WA 98230

If you cancel this contract within the three-day period, you are entitled to full refund of your money. If the third operating days falls on a Sunday or holiday, notice is timely given 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 health club.

"Operating Day" means any day on which patrons may inspect and use the facilities and service of the health club during a period of at least eight hours.

**CHANGE OF EQUIPMENT/FACILITIES** – Blaine Everyday Fitness Inc. reserves the right to change any equipment or facilities without affecting the contract. The following services are not included in the regular membership: dance lessons, tanning, or personal training.

**SUSPENSION/CANCELLATION OF MEMBERSHIP** - Management of Blaine Everyday Fitness Inc. may suspend or cancel the rights, privileges, or membership of any Member in default under this agreement or whose actions are detrimental to the enjoyment of the club facilities by other members. Failure to abide by health club rules and regulations also constitutes default.