

LEFT COAST FITNESS FACILITY FEE CONTRACT: This contract is entered into between Left Coast Fitness (hereafter: "LCF") and You (hereafter: "the Member").

Services: The membership entitles the usage of LCF facilities and the equipment & services available when accompanied by a personal trainer. The membership gives access to the facility at 1256 South Bascom, San Jose CA 95128

Billing: Debit/ credit card information is required for sign up and will be billed after the trial period of seven (7) days; LCF retains the right to auto-draft the Member's facility fee on the credit card given at the time of sign up. All facility fees paid monthly are not refundable in part or full after auto-draft has gone through. Facility fees paid upfront are not refundable. **A \$25 fee will be charged for all insufficient funds, late payments, and returned checks.** _____

Satisfaction Guarantee: The Member can cancel his membership free of charge any time during the seven-day trial period.

Renewal & Cancellation

Renewal: All annual contracts are signed for a 12-month- period. At the end of the contract period, the membership is automatically renewed for 12 months unless the Member sends a resignation notice/ email to admin@leftcoastfitness.com. If a membership is resigned, and the member wishes to rejoin less than one calendar year after the initial resignation, a \$50.00 administrative fee will be incurred. _____

Cancellation:

Sec. 1: Voluntary resignation: LCF requires thirty (30) days written notice to resign. The resigning member must complete a Membership resignation request, surrender all membership cards, and pay any outstanding account balance plus a \$25 administrative fee for any resignations with less than six (6) months of membership. The voluntary resignation is not effective until the expiration of the thirty-day notice period and the facility receives the signed and completed Membership resignation form, all membership cards, and required payments. After the effective date of the voluntary resignation, the Member is not subject to any further facility fees. _____

Sec. 2: Waiver of Notice: LCF shall waive the thirty-day notification period if the Member becomes unable to use the facility due to death, permanent disability, or relocation more than 15 miles from the facility.

Sec 3: Involuntary Termination or Suspension: LCF reserves the right to suspend or terminate the membership or privileges thereunder of any Member for failure to comply with any rules or regulations adopted by LCF, or for any conduct LCF determines to be improper or in any way detrimental to the best interests of LCF. LCF may notify the Member of such suspension or termination by writing to the member at the last physical or electronic address shown on the records of LCF. The terminated Member must promptly return all membership to LCF. A suspended or terminated member remains liable for all fees and charges incurred. **THE FACILITY'S MANAGEMENT MAY SUSPEND OR TERMINATE THE MEMBERSHIP OF ANY MEMBER WHOSE ACCOUNT IS SIXTY (60) DAYS IN ARREARS.** _____

Frozen Membership: The member may freeze facility fees for two months after six months of auto-drafting facility fees are paid. Longer terms will be handled on a case by case basis. The membership cannot be frozen in retrospect.

Price Changes: All prices are fixed for the duration of the contract. Price change is communicated via email 2 months before the effective date.

Access & Security: LCF is open Monday through Friday from 6:00 am to 9:00 pm, and Saturday-Sunday from 9:00 am to 3:00 pm. Member agrees to registration with access granted by a key tag and will return the key tag when membership is terminated; failure to return the key tag will result in a \$5.00 Fee. If key tag is lost, it may be replaced for \$5.00. The Member agrees to security camera surveillance in LCF.

Communication: LCF will send reminders by email. LCF declines all responsibility if the email address doesn't exist, is wrong or other any reason emails do not arrive to the Member.

Personal Belongings: LCF does not take responsibility for loss or theft of any personal belongings

Agreement and Release of Liability: The Member acknowledges: that they have voluntarily applied to participate in weight lifting and group exercise activities at the premises of A.M. Fitness (DBA Left Coast Fitness); that weight lifting and group exercise activities are hazardous activities and they engage in these activities with the knowledge of the danger involved. They agree to accept any and all risks of injury or death resulting from my participation in these activities and my use of the facilities of Left Coast Fitness. _____
The Member certifies that they are not suffering from any physical disability, that they are not under the care of a physician, and that they are physically able to participate in the weight lifting and group exercise activities and course of instruction at Left Coast Fitness. As lawful consideration for being permitted at Left Coast Fitness, they hereby agree that themselves, their heirs, distributes, guardians, legal representatives and assigns will not make claims against or sue or prosecute Left Coast Fitness and its employees for injury or damage resulting from negligence or other acts, however caused, by an employee, agent, or contractor of Left Coast Fitness.

I have read this agreement and fully understand its contents and I am aware this is a release of liability and a contract between me and A.M. Fitness (DBS Left Coast Fitness). The information I provide is my own. I understand that a I agree to abide by the rules and regulations set by the facility. I understand LCF facility fees are auto drafted. I understand that the auto draft LCF facility fee requires a thirty (30) day Member resignation request notice which I must supply to LCF in an emailed notice to admin@leftcoastfitness.com. I understand there is a \$25 fee for all payments that are declined and late. I understand my responsibilities with regard to cancellation. I understand prices can change at any time and that two months' notice will be given regarding fee changes.

Name: _____ Date _____

Signature: _____