

IRON THERAPY LLC  
1100 BARNETT DR UNIT 43  
LAKE WORTH, FL 33461

*"Iron Therapy is registered with the State of Florida as a Health Studio. Registration No. is HS 14411*

### Iron Therapy Membership Contract

It is agreed by and between Iron Therapy LLC (IT) and you, the undersigned member (Member), that you are purchasing a membership from IT according to the terms of this Membership Agreement. The Terms and Conditions, Gym Rules, and the Monthly Recurring Credit Card Authorization Form are attached hereto and incorporated herein by reference (collectively, the Membership Agreement, Terms and Conditions, Gym Rules, and Monthly Recurring Credit Card Authorization Form are referred to herein as the Agreement).

You agree to pay \$75.00, Seventy Five, (plus 7% tax) per calendar month (the Monthly Membership Fee), due on the first of each calendar month, to IT starting on the Effective Date below. If this Agreement begins on an Effective Date other than the first day of a calendar month, the first payment shall be prorated based on the amount of days remaining in the calendar month. Membership is automatically renewed at the end of each calendar month on a month to month basis. You are under no obligation to pay for more than one calendar month at a time.

All Monthly Memberships are subject to applicable Florida and Palm Beach County sales tax

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#### Consumer Protection Clauses:

This contract provides for the penalty-free cancellation of the contract within 3 days, exclusive of holidays and weekends, of its making, upon the written notification of IT, and refund upon such notice of all fees paid under the contract, except that IT may retain an amount computed by dividing the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered, A refund shall be issued within (30) days after receipt of the notice of cancellation made within the 3-day provision. [s. 501.017(1)(a), F.S.]

This contract provides for the cancellation and refund of the contract if the IT location goes out of business, or moves its facilities more than five (5) driving miles of the business location designated in such contract at no additional cost to Member. [s. 501.017(1)(b)1, F.S.]

This contract provides that notice of intent to cancel by Member shall be given in writing to IT. Such a notice of cancellation from Member shall also terminate automatically the consumer's obligation to any entity to whom IT has subrogated or assigned Members contact. If IT wishes to enforce such contract after receipt of such showing, it may request the Department to determine the sufficiency of the showing. [s. 501.017(1)(b)2, F.S.]

This contract provides that if the Department of Agriculture and Consumer Services determines that a refund is due to Member, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

1. Upon sale, for not more than fourteen (14) consecutive days; or
2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.
3. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(c), F.S.]

Contact the department of Agriculture and Consumer Services for information within 60 days should the health studio go out of business. [s. 501.017(1)(c), F.S.]

This contract provides for the cancellation of the contract if Member dies or becomes physically unable to avail himself or herself of a substantial portion of those services which Member used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The contract may require Member

or Member's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by Member shall be established if Member furnishes IT a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(d), F.S.]

This contract provides that the initial contract will not be for a period in excess of thirty-six (36) months, and thereafter shall only be renewable annually. Such renewal contracts may not be executed and the fee therefore paid until sixty (60) days or less before the preceding contract expires. [s. 501.017(1)(e), F.S.]

This contract provides that if the health studio requires a Member to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide Member with the means of such identification. [s. 501.017(1)(f), F.S.]

**SHOULD YOU (MEMBER) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASE TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.**

In witness whereof, the parties hereto have executed this agreement effective as of the effective date.

\_\_\_\_\_ signature

The Monthly Membership Fee will be billed each month through the credit card you authorized. In addition to the grounds for termination as provided herein, you may terminate your membership no later than 1 week prior to the upcoming month by providing written notice to IT. Dues processed prior to your effective date of cancellation are non-refundable.

All Monthly Membership Fees are due and payable each month. If dues become 30 days delinquent use of IT facilities will be suspended, if dues become 60 days delinquent, Member will automatically be terminated.

Cancelability and Transferability: Membership is not negotiable, transferable, or cancelable except as otherwise noted herein.

Jurisdiction: To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of Florida and to the application of Florida law. The sole venue for any claims under this Agreement shall be in the state or federal courts located in Palm Beach County.

Entire Agreement: Member and IT acknowledge that this Agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.

Member acknowledges that Member has read the terms and conditions set forth herein and accepts this Agreement as a legal and binding contract, Member is of legal age and capacity and is willfully entering into this agreement.

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-IT reserves the right to discontinue any service or amenity at any time.

-All personal trainers must be authorized by IT. Personal training by anyone not contracted by IT is strictly prohibited

-Hours of operation are 24/7 for members only. Guests of members are required to sign a liability waiver and a \$10 fee will be charged to the member.

\_\_\_\_\_ print name

\_\_\_\_\_ signature