

PURE ATHLETEX
119 Neely School Road
Wexford, PA 15090
724-935-2121 / 724-935-PURE
www.pureathletex.com

MEMBERSHIP FORM & BUYER'S AGREEMENT

Last Name: _____ First Name: _____

Current Street Address: _____

Current City/State/Zip: _____

Phone #: _____ Email Address: _____

Emergency Contact: _____ Emergency Contact Phone #: _____

How did you hear about us? _____

<u>To Be Filled Out By Pure Athletex Staff:</u>	
Membership Start Date: _____	Initiation Fee: _____
Monthly Dues: _____	Promotion: _____

To Be Filled Out By Buyer:
In addition to the one time membership fee, you are guaranteeing to pay monthly dues of _____ beginning the following month for a period of 12 consecutive months. Should default be made in any monthly installments, the entire remaining sum due hereunder shall immediately be due and payable at the option of the owner of this contract and shall bear interest at the rate of 9% per annum from the date of default. If any installment is past due, a late charge of 5% of the installment may be assessed. Should I default, I agree to pay all costs, and reasonable attorney fees, all of which may be paid or incurred by the holder of this contract. THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE PART HEREOF AND WHICH BUYER ACKNOWLEDGES THAT HE/SHE HAS READ.

****Renewal Terms are as follows:** A 12-month contract will continue to be renewed on a yearly basis from the above date. If you do not want to renew your contract and you wish to terminate your agreement with PURE ATHLETEX, you must contact Pure Athletex (attn: Stephanie) via certified mail within 30 days of renewal date. If you fail to contact Pure Athletex within this time period, your membership will automatically be renewed and continued at the above rate for the remainder of that contractual period.

Member's Signature: _____ Date: _____

Family Members who are added onto this contract are as follows:

- 1.) _____ 2.) _____ 3.) _____ 4.) _____

EZ Facility Payment Systems:

Card Type:

Card #:

Exp. Date:

NOTICE: Pure Athletex urges everyone who uses the club's facilities to obtain a physical examination from their physician prior to use of any exercise equipment or attendance in any exercise class. In recognition of the possible dangers connected with any physical activity, anyone using the club's facilities pursuant to this Membership Agreement hereby knowingly and voluntarily waives any right or cause of action of any kind whatsoever arising as a result of such activity from which any liability may or could accrue to Pure Athletex/Pure Dynamics, LLC, its officers, agents employees, trainers, or instructors. Furthermore, using any equipment improper due to individual's negligence is also waiving any and all rights of cause from which liability may or could be pursued against Pure Athletex.

NOTICE OF CONSUMER RIGHTS:

Buyer's Right to Cancel- If you wish to cancel this contract, you may cancel by delivering or mailing by certified mail (return receipt requested) written notice to Pure Athletex. The notice must say that you do not wish to be bound by the contract and the notice must be delivered or mailed before 12 midnight of the third business day after you sign and receive a copy of this contract. The notice must be delivered or mailed to Pure Athletex (Attn: Stephanie) 119 Neely School Road, Wexford, PA 15090. In some cases you may also cancel this contract if the club moves more than 10 miles or goes out of business, if you become permanently disabled, or if you move out of the area. If you wish to cancel this contract, we require that you must pay the appropriate initiation fee under your membership if the initiation fee was waived at signing day. If you cancel, you must return your key fob before we are able to cancel your contract. If you cancel, the health club may be entitled to a certain portion of the contract price. If the health club goes out of business or refuses to give you a refund, there may be a bond or letter of credit under which you are entitled to collect. For details, read your contract carefully. Enforcement of the Health Club Act is by the Attorney General of the Commonwealth of PA or the district attorney of the county in which the health club is located. You may also bring a private cause of action. If your rights are violated, you may contract the State Bureau of Consumer Protection. Upon receipt of notice of cancellation under this paragraph, the health club shall refund to the buyer all monies, including any initiation fee paid under the contract. Any holder of this contract or note is subject to all claims and defenses, which the debtor could assert against the seller of goods or services obtained pursuant hereto the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Right 1) The buyer or his/her legal representative may cancel the contract if the buyer dies or becomes permanently disabled. A permanent disability mean a condition, which precludes the buyer from using one-third or more of the facility for six months or more, verified by a physician. Upon receipt of cancellation under this paragraph, the health club shall refund the buyer's monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee predetermined not exceeding \$100 or, if more than half the life of the contract has expired, a predetermined fee not exceeding \$50 in the case of permanent disability, the health club may require the buyer to submit to a physical examination by a physician agreeable to the buyer and the health club.

Right 2) The buyer may cancel the contract if the buyer moves more than 25 additional miles from the health club and is unable to transfer the contract to a facility located within five miles or his/her new residence. Upon receipt of notice of cancellation under this paragraph, the health club shall refund to the buyer all monies paid in excess of an amount computed as the date of relocation by dividing the full contract price, including any initiation fee by the number of weeks in the contract term and multiplying by the number of weeks elapsed in the contract term, less a predetermined fee not exceeding \$100 or if more than half the life of the contract has expired, a predetermined fee not exceeding \$50. To cancel this contract pursuant to the contract terms, the buyer shall notify the health club of cancellation in writing, by certified mail (return receipt requested) or by personal delivery to the address specified in the health club contract; all money to be refunded upon cancellation of the health club contract shall be paid within 40 days of receipt of the notice of cancellation; and if the buyer has executed a credit, lien or automatic funds transfer agreement with the health club to pay for health club services, any negotiable instrument or credit or lien agreement executed by the buyer shall also be returned and any automatic transfer shall be canceled within 40 days after cancellation. Note: Proof of relocation must be furnished to the health club with new address either by change of address notice, utility bill or sales/lease agreement.

Right 3) If the health club temporarily closes for 30 days or less, the buyer shall receive an extension of the membership term equal to the period during which the facility was closed. The buyer may cancel this contract if the health club facility closes for more than 30 days and the health club fails to provide a comparable facility within 10 miles of the location as designated in the contract. Upon receipt of notice of cancellation, under this paragraph, the health club shall refund to the buyer all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term. Under this contract, no further payments shall be due to anyone, including any purchase or any not associated and fails to offer a comparable location within 10 miles.

Right 4) Until the health club has provided the buyer with a signed copy of this contract written in full compliance with the section, the buyer may cancel the contract at any time. Every health club contract shall be signed by the buyer and a copy shall be delivered to the buyer at the time of the contract is executed. A health club contract, which does not comply with this action, shall be voidable at the option of the buyer. Any health club contract entered into by the buyer within 30 days of the closing of a health club shall be voidable at the option of the buyer. A health club contract entered into by the buyer due to false or misleading information, representation or advertisement or the health club or its agents shall be voidable at the option of the buyer. All payments dues under the contract must be in equal monthly installments spread over the term of the contract. The term of the contract may not exceed 12 months.

Right 5) Whether or not the health club has complied with the notice requirements of this section, any right of action or defense arising out of a health club contract which the buyer has against the health club, and which would be cut off by assignment shall not be cut off by assignment of the contract to a third party holder, whether or not the holder acquires the contract in good faith and for value.

I acknowledge that I have read and agree to the Terms and Conditions above:

Signature

Date

Pure Staff Initial

Printed Name