

BUYER'S RIGHTS

You may cancel this agreement at any time within three (3) business days of the date of this agreement, without further obligation or penalty. Notice of cancellation must be submitted **in writing** to Bodifi via registered or certified mail.

At any point thereafter, this agreement may be cancelled **only under the following circumstances:**

1. If you become totally disabled, as defined by legal and medical standards in the state of Idaho. You must provide written documentation from a medical doctor of such diagnosis, and submit a request for cancellation in writing.
2. In the event of the death of the member designated on the face of this agreement, then the estate of said member shall have the right to request cancellation of said membership.
3. If you relocate more than thirty-five (35) miles away from Bodifi. You must provide written documentation of said relocation, in the form of utility bills, recent mail, etc, as well as submit a request for cancellation in writing and you must provide thirty (30) days written notice of cancellation and pay \$58.00 (VIP) or any applicable cancellation or buy out fee.
4. All military personnel may cancel membership upon proof of deployment or transfer of service area without cancellation fee.

GENERAL TERMS AND CONDITIONS

DISCLAIMER OF LIABILITY

Bodifi urges all members to obtain a physical examination from their physicians prior to the use of any exercise equipment or attendance in any exercise class. In recognition of the possible dangers connected with any physical activity, member(s) hereby knowingly and voluntarily waive(s) any cause of action of any kind whatsoever arising as the result of such activity from which any liability may or could accrue to Bodifi its officers, agents, employees, instructors or assigns.

RULES AND REGULATIONS

MEMBER AGREES TO FOLLOW CLUB RULES AS PROMULGATED FROM TIME TO TIME. Violation of these rules may be the cause for suspension or cancellation of membership.

SEVERABILITY

If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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 Idaho and to the application of Idaho law.

ENTIRE AGREEMENT

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

CANCELLABILITY AND TRANSFERABILITY

This membership is not negotiable, transferable or cancellable except as otherwise provided herein. This Agreement will bind and inure to the benefit of Bodifi's permitted successors and assigns.

MEMBERSHIP BENEFITS

Upon payment of your membership fees, you are entitled to use the exercise equipment, showers, lockers and training rooms when not otherwise scheduled, during posted gym operating hours. You may use additional services at an additional fee.

RULES AND REGULATIONS

You must comply at all times with the rules and regulations of Bodifi. A copy of these rules and regulations is available at the check-in desk. **It is your responsibility to be familiar with these rules and regulations.** Shirts and appropriate footwear (no open-toed shoes) are required at all times in the workout area. **Failure to comply with the rules and regulations of Bodifi shall result in termination of membership at Bodifi's discretion.**

AUTOMATIC RENEWAL TERMS

Following the initial membership term your membership agreement will automatically continue until a 30-day advance written notice is given by either party. Buyer's notice must be sent to PARAMOUNT ACCEPTANCE at the address below along with your membership card. Any additional service(s) will also continue billing at their same rate(s) under the same requirement to provide a written notice of cancellation. All payments must be current to terminate the membership agreement. Buyer owes all payments until proper cancellation procedures have been followed.

PAYMENT TERMS

1. You agree to pay all membership dues and related charges by the due date shown on the invoice. Interest shall accrue against all unpaid past due balances at 21% per annum. Failure to comply with payment terms shall result in default, as defined below. 2. You agree to pay an initiation fee, to be included in your first payment. 3. Bodifi reserves the right to increase dues by not more than \$10.00 per payment, effective upon renewal, or upon billing status change. Sales tax shall be assessed in accord with current State of Idaho requirement. 4. You agree to pay a \$25.00 non-sufficient fund assessment to Bodifi in the event your payment is returned by your bank for insufficient funds. This assessment shall be in addition to your membership dues and/or balance due.

MEMBERSHIP TERMS

1. This membership is for the number of months specified on the front of this agreement. 2. Your membership may be cancelled ONLY at the end of each full membership period (i.e. at the end of your twelve-month membership period). Unless due to circumstances outlined under the Buyer's Rights of this agreement. 3. Failure to use Bodifi facilities does not relieve you of your obligation to Bodifi to pay membership fees.

TERMINATION OF MEMBERSHIP

1. Bodifi reserves the right to terminate your membership in the event of default, as defined below, or for failure to follow the rules and conditions of membership. In the event of termination of membership, you remain liable for all membership dues, charges, and administrative costs associated with membership and/or termination. 2. You expressly agree to pay all damages you may cause to Bodifi's equipment or facilities, excepting ordinary wear, caused by you or your guests. You expressly agree to hold Bodifi harmless for property lost or damaged in the gym or lockers.

DEFAULT OF AGREEMENT

Default of this agreement is defined by any of the following circumstances:

- Any payment is not received on or before the date it is due.
- You institute a bankruptcy filing.
- You violate any condition of this agreement.
- You provide any false information in your application for membership.
- Your membership is terminated by Bodifi to violation of any rule or condition of Bodifi, or abuse or negligent use of the facility by you.

In the event of default, you shall forfeit your membership and you expressly agree to pay the entire balance owed under this agreement, along with reasonable attorney's fees, court costs, administrative costs, and any additional consequential costs.

ADDITIONAL RULES AND CONDITIONS

1. You are bound by any rules and conditions, not contained in this agreement but that are otherwise posted or available for review. Such rules and conditions are incorporated by reference herein to this agreement. Bodifi reserves the right to change rules and conditions as may be deemed appropriate, at Bodifi's discretion. 2. Suitable clothing must be worn in the facility at all times. 3. All members and guests must be 12 years or older, unless special approval by Bodifi has been obtained. 4. No abusive language or disorderly conduct shall be permitted on the premises of the facility at anytime. 5. A late charge of \$25.00 shall be assessed for late payment of membership due. A \$20.00 charge will be assessed for replacement of membership card. 6. You must pay a guest fee in the event you wish to bring a guest into the Bodifi facility. 7. Bodifi may be closed on legal holidays, during repairs and for up to 21 days in the event of repairs or remodels. Any such closure does not invalidate this agreement, and you remain liable for all membership dues in the event of such closure. 8. Bodifi reserves the right to move this facility within fifteen (15) miles of its present location, and any such relocation does not invalidate this agreement. Bodifi reserves the right to transfer, assign, or sell this contract to Bodifi's successors or assigns or a third party purchaser. Any such transfer, assignment or transfer does not invalidate the agreement. 9. Bodifi reserves the right to close this facility for special functions. 10. This agreement constitutes the full agreement between the parties. Bodifi makes no representations, express or implied, other than those set forth in this agreement, or written on the front page of this contract.

I agree to receive marketing, account updates, and promotions via text message.

_____ (Member Initials)

MEMBERSHIP AGREEMENT INQUIRIES

To better serve you, please direct all questions regarding your membership agreement to our Member Services department at:
Paramount Acceptance • 4725 S. Holladay Blvd. • Ste. 100 • Holladay, UT 84117 • 1-800-748-4949
However, if you have any questions with the health club's facilities or services, you should direct these inquiries to the club at the address listed at the top of page 1 of this agreement.