



**Turning Point Fitness**  
**37 South Main Street, Suite F**  
**Williston, FL 32696**  
**(352) 528-5050**  
**Turningpointfit@gmail.com**

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## **Membership Contract**

*Turning Point Fitness is registered with the State of Florida as a Health Studio. Registration No. is HS14892*

### **Terms of Use of the Turning Point Fitness Site, Grant of License, Disclaimers of All Warranties**

This is an agreement by and between you and Turning Point Fitness, a fitness center. This is a legally binding agreement. This agreement governs your use of the Turning Point Fitness Site and/or any equipment found therein. If you do not agree to the terms and conditions set forth below, your sole remedy is to immediately cease your use of this fitness center and related services.

#### **Disclaimer of Warranties**

You understand that exercise may be a risk to physical health and safety if not done properly can most certainly lead to injury and possibly prolonged damage to your physical/mental condition. You further understand that it is a Turning Point Fitness recommendation that you consult a physician prior to using any equipment on the premises, engaging in any exercise program or activity, or undertaking any food or diet programs, whether or not such program is recommended by Turning Point Fitness. You understand that neither Turning Point Fitness nor the advice of any member of the Turning Point Fitness personnel is a substitute for medical advice.

Turning Point Fitness is a self-service, non-staffed center. Use the center and the equipment at your own risk. It is your responsibility to learn how to use the equipment in a safe and reasonable manner.

You must be at least 16 years old to qualify for membership. Parent must sign and return the consent form on behalf of the minor before membership can begin.

#### **Membership Rates**

Sign Up Fee is \$20, plus the first-month rate.

Monthly Rate is \_\_\_\_\_ Plus Tax

NO REFUNDS if you pay in advance and cancel your membership early.

#### **Billing for Monthly Dues**

This is a month-to-month open-ended contract, there is no obligation to membership on an annual basis. Cancellation can occur at any time per the request of the customer.

Payment is due on or before the first of the month. Payment for this and for continued monthly access will be made using a credit card number or a checking account number that you provide. You can make payments ahead of this date by other means if you wish.

\*\*\*If the card or banking information that you have provided is invalid for any reason, then a \$10 late fee per person will be added to the total amount due at the time. Your keyless entry will be shut off and you will not be able to access the site.

#### **Cancellation and Refund Policy**

Members are entitled to the penalty-free cancellation of this contract within 3 days, exclusive of holidays and weekends. Contact Turning Point by email or phone call. Turn in the key fob and a refund shall be issued within 3 business days after receipt of the notice of cancellation. Memberships are open-ended contracts and you may cancel your membership at any time by returning your key FOB to Turning Point Fitness staff and signing a membership cancellation form **before or on the first of the month to avoid being charged**. At that time Turning Point Fitness staff will cancel your membership.

All members MUST sign a cancellation form AND turn in key to be cancelled out of system. If they cancel after the first but before the sixth of the month, they will be charged a **\$10 fee** for late processing.

If your key FOB has been lost or stolen, then you must pay a **\$10 fee** and sign a membership cancellation form

**NOTE:** If you want to cancel your membership and do not want to be charged for the next month, return your key FOB **before or on the first of the month.** The members dropbox on the exterior wall by the member's entrance is available 24hrs.

**SHOULD YOU (THE BUYER) 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 CEASES 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.**

Members are entitled to the cancellation and refund of the contract if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles at no additional cost to the buyer.

Members are entitled to the penalty-free cancellation of this contract within 3 days, exclusive of holidays and weekends. Contact Turning Point by email or phone call. Turn in the key fob and a refund shall be issued within 3 business days after receipt of the notice of cancellation.

A member's notice of his/her intent to cancel shall be given in writing to the health studio. And that such a notice of cancellation shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. If the health studio wishes to enforce such contract after receipt of the notice, it may request the department to determine the sufficiency of the notice.

If the department determines that a refund is due to the buyer, 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 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.

Members are advised to contact the Florida Department of Agriculture & Consumer Services for information within 60 days should the health studio go out of business.

The initial contract will not exceed 36 months and thereafter shall only be renewable annually. Renewal contracts may not be executed and the fee is therefore paid until 60 days or less before the preceding contract expires.

a. If this studio sells a single contract for 30 days or less, without any option or other condition which establishes any right or obligation of a member beyond the 30-day period then provision 1 should read as follows: "The initial contract will not be for a period in excess of 30 days. Renewal contracts may not be executed, and the fee, therefore, paid until the preceding contract expires."

b. If this studio sells SESSIONS in this manner (7a) then the contract must ALSO indicate: "All sessions must be used within 30 days."

## **Keyless Entry**

Turning Point Fitness requires a keyless entry to access the gym. When members sign up they will be issued a Key FOB, which will have a sensor to unlock the door. Each member will be given one Key FOB, and it is for their personal use only. If it is discovered that someone other than the member who issued the Key Fob is using it, there will be an automatic suspension of the account. Under no circumstance should anyone use another member's Key Fob unless with the express permission of Turning Point Fitness Management.

If the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio will provide the buyer with the means of such identification.

### **Key FOB Lost, Damaged or Stolen**

If key FOB is lost or damaged there will be a \$10.00 replacement fee. Members will need to call or email as soon as it is discovered the Key Fob is missing. An appointment to give you the new key FOB will be made. Your old key FOB will be deactivated. If your key FOB happens to be stolen, please contact me as soon as possible. We will monitor if it is being used. Again, we will deactivate it immediately upon notification.

### **Misuse of Key FOB**

If you are caught allowing another person to use your Key FOB to gain access to the gym without authorization from Turning Point Staff, it will be followed by cancellation of membership, deactivation, and you will no longer have access to the gym.

### **Release and Assumption of Risk Agreement**

I am aware of the membership rate offered for sale by Turning Point Fitness. I realize that Turning Point Fitness would honor all the foregoing submitted material and understand my rights of not signing if there are any unfilled blanks, my rights of cancellation and refund policies are listed in the contract. I further realize that I must obey the Rules of Turning Point Fitness and that Turning Point Fitness has reserved the right to refund the pro-rate cost of any unused services and remove me from the facility at anytime that my actions violate the rules of Turning Point Fitness.

It is expressly agreed that all exercises shall be undertaken at my sole risk and that Turning Point Fitness, its owners, employees, and agents shall not be liable to me for any claims, demands, actions, or causes of action whatsoever, or to my personal property arising out of or connected with the use by me of the services and facilities of Turning Point Fitness. I acknowledge that Turning Point Fitness is a 24-hour facility and that staff may not be on duty at all times. I do hereby expressly forever release and discharge Turning Point Fitness from all such claims, demands, injuries, damages, actions, or causes of actions.

By signing this contract, I agree that Turning Point Fitness shall not be held liable for any injury or loss incurred whatsoever while using this fitness facility, either due to human negligence or due to equipment malfunction.

### **Physical Disability or Death Clause**

The contract may be canceled if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she 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 buyer or the buyer's estate seeking relief under this paragraph may be required to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation.

### **Gym Rules**

Your key FOB is your pass to be here.

Keep machines clean. Please wipe down after use and put weights back on racks.

Keep your shirts on.

**NO KIDS ARE ALLOWED ON THE MACHINES OR IN THE WORKOUT AREA.**

Please report any misuse or damaged machines to (352)857-3175

**I have read and understand and voluntarily submit the foregoing Release and Assumption of Risk Agreement, and I have received a copy of this contract and release agreement. This constitutes the entire agreement between Turning Point Fitness and the member.**

**NOTICE: Do not sign this contract unless you have read it all.**

**New members MUST INITIAL the following:**

\_\_\_\_\_ I understand this membership allows access to the gym for me only. No other friends or family are allowed to use the facility unless they are paid, members.

\_\_\_\_\_ I understand that my membership will only be canceled when the key FOB is returned to Turning Point Fitness staff and a membership cancellation form are signed. This must be done before or on the first of the month. No refunds will be given if the key FOB is turned in late.

\_\_\_\_\_ I understand that if my card or bank information is incorrect or invalid for any reason, then a \$10 late fee will be applied to the amount due.

**Start-Up:**

Membership Start-Up Fee for NEW members is \$20 plus the first-month rate. It will be pro-rated for anyone who signs up after the 21st through the end of that month, discounted to half the normal rate. New members will then be charged the full membership dues on the 6th of the next month. New members who sign up on the 1st of the month, prior to current months billing, shall be charged the full rate, but not charged again until the following month on the 6th, when all gym dues are charged.

If you have canceled your membership previously, you are considered a new member.

Regular monthly payment is due before or on the 1<sup>st</sup> of the next month.

Monthly Rate: \_\_\_\_\_ plus tax per month.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Continued non-payment of membership dues is fraud. Turning Point Fitness may press charges for theft of services with the police if this is not resolved immediately.**

**Parent must sign ONLY IF NEW MEMBER IS UNDER 18:**

I understand that I am signing this agreement on behalf of my minor child and shall be held responsible for its rules and responsibilities.

Signed: \_\_\_\_\_ Print: \_\_\_\_\_

\*\*\* This page to be kept on file by Turning Point Fitness \*\*\*