

PERSONAL BEST FITNESS CENTER @ DENVER WEST
(a/k/a "Personal Best: The Only Competition is YOU, LLC")

This is a locally owned and operated business and is a registered Limited Liability Corporation (LLC) in the State of Colorado) located at 1658 Cole Boulevard, Suite 50, in the Denver West Office Park, Lakewood, Colorado 80401. **Phone** 303.238.9999 / **FAX:** 303.238.1821 / **e-mail:** personalbest1@aol.com / **website:** www.PersonalBestDenverWest.com

PERSONAL BEST FITNESS CENTER MEMBER # _____

This agreement is made this _____ day of _____, _____, by and between "THE PERSONAL BEST FITNESS CENTER", 1658 Cole Boulevard, Bldg 6, Suite 50, Lakewood, Colorado, and:

Name: _____	Home Phone: _____		
Street: _____	Work Phone: _____		
City: _____	State: _____	Zip Code: _____	Cell Phone: _____
E-mail address: _____			
Mailing Address (if different from above): _____			
Name/ Phone Number/ Email address of NEAREST RELATIVE NOT LIVING WITH YOU: _____			

1. Seller agrees to sell and Buyer agrees to buy a membership in Personal Best Fitness Center in accordance with the terms and conditions set forth below:

2. The cost of the membership shall consist of dues which are to be paid as follows:

EXPIRES ON:

- a. Annual membership, \$33.00 monthly, *paid **annually in advance***.
Single payment of \$ 396.00, 13 month agreement _____/_____/_____
- b. Monthly membership. *paid **monthly in advance***,
Monthly payment of \$ 33.00, month-to-month agreement _____/_____/_____
- c. **CORPORATE AGREEMENT / \$29.00** (monthly / per person)
membership. **Billable to the company**, and paid monthly in advance _____/_____/_____
- d. **GUEST CARD(s)** (12-visits for \$120.00), applicable to
group classes and / or use of the Fitness Center facilities *No Expiration date*

3. Membership terms are effective *for as long as the membership does not expire*. Amounts charged for membership fees may be adjusted upward at such time that the contract expires and there is a lapse in payment but not during the contract term described herein.

4. Membership entitles buyer the use of exercise equipment, locker rooms, and all equipment and classes offered by the Personal Best Fitness Center, except as might be noted "for additional charge" at the time a program is announced e.g. diet and nutrition assessment, personal training, etc.

5. Member must abide by all rules in effect or any put forth in the future.

6. Member must present membership card at control desk with every visit.

7. Member must always be in good standing according to the "Personal Best Fitness Center Rules" agreement in order to continue use of facilities.

8. Member is entitled to bring a guest, at the posted guest Fees, or the member or guest may use the "Guest Card". Member is liable for damages or abuse of facilities or equipment resulting from member or member's guest.
9. MEMBERSHIPS ARE NOT TRANSFERABLE AND FEES WILL NOT BE REFUNDED EXCEPT AT THE SOLE DISCRETION OF THE MANAGEMENT.
10. MEMBERSHIPS CAN BE PUT ON "HOLD for a PERIOD OF NO LESS THAN SIXTY (60) days.
11. This contract and its Terms & Conditions is binding through each renewal period.
12. In consideration of Personal Best Fitness Center allowing Buyer to be a member and permitting Buyer to use The Personal Best Fitness Center, facilities and equipment, Buyer agrees to the following:

It is expressly agreed that all use of the fitness facilities shall be undertaken by a Member at his or her sole risk, and the Personal Best Fitness Center shall not be liable for any injury, damage or death to any member or guest, or the property of any member or guest, or be subject to any claim, demand, injury or damages whatever, including, without any limitation, those damages resulting from acts of active or passive negligence on the part of the Club, its successors or assigns, as well as its officers and agents, for all such claims, demands, injures, damages, actions or causes of action. It is specifically agreed that the Personal Best Fitness Center shall not be responsible or liable to members or their guests for articles lost or stolen in the facilities. The Personal Best Fitness Center also shall not be responsible or liable for loss or damage to any other property of members of their guests, including their automobiles and contents. It is also agreed that any damages to the Personal Best facilities or property, or the property of any member or by another member or his guest, is the sole responsibility of the offending member.

Buyer represents that Buyer is in good physical condition and that Buyer has no disability or impairment preventing Buyer from engaging in active or passive exercise that would be detrimental to Buyer's health, safety, or physical condition if Buyer does so engage or participate.

13. Buyer must sign a "Member Waiver & Release Form". The Personal Best Fitness Center urges all Members and Guests to obtain a physical examination from an authorized and licensed medical professional prior to the use of any exercise equipment or participation in any group or individual class or activity.
14. Failure to attend and / or regularly use the facilities DOES NOT release the Buyer from any obligations.

APPLICABLE ONLY WITH CREDIT / DEBIT CARDS. I have given authority to the below named bank / credit card issuer to honor preauthorized draft / card charges drawn by Personal Best: The Only Competition is YOU, LLC DBA Personal Best Fitness Center. When the bank / credit card issuer honors the draft / charge by charging my account, such draft shall constitute my receipt for payment. No other form of receipt is promised by the Personal Best Fitness Center. Should any other preauthorized draft / charge not be honored by said bank / credit card issuer when received by them, then it is understood that the payment is to be made by the Buyer for the amount of said payment plus any reasonable and customer interest charges and a service charge of \$10.00 per month the balance is unpaid.

Name of Bank / Credit Card: _____

Bank Address: _____

Member's Bank / Credit Card #: _____ CV (back of card) _____

Expiration Date: ____/____/____ Printed on the Card: _____

Member's **BILLING** ADDRESS: _____

SIGNATURE: _____

15. **All fees are for "Fitness Center use" only.** Any other fees associated with personal training services, retail products, fitness assessments, etc. are subject to additional charge at posted or negotiated rates. Applicable federal, state, and local taxes apply to all fees for all products and services and are not quoted in any prices noted herein.
16. Services and equipment are provided at the sole discretion of the Personal Best Fitness Center. The Personal Best Fitness Center retains the right to change, alter, or discontinue the use of any equipment, group class, technology, instructor, personal training programs, music or video product, or facility access method at the sole discretion of the Personal Best Fitness Center and without notice to its members.

17. The Buyer retains the right to cancel membership if the Personal Best Fitness Center closes for a period of more than thirty (30) calendar days. The Buyer retains the right to extend the Membership period for an equal number of days if the Fitness Center is closed for more than three (3) consecutive business days excluding closures due to national holidays, inclement weather, natural disaster, acts of terrorism, closures initiated by The Denver West Office Park or any of its affiliates, or any other closures at no fault of The Personal Best Fitness Center.
18. "Personal Best Fitness Center Rules Agreement" rev 3.0, dated July 2008, two (2) pages total is incorporated by reference.

BUYERS RIGHT TO CANCEL / BUYER'S RIGHTS

If you wish to cancel this contract, you may cancel by delivering or mailing a written notice (along with your membership card) to the Personal Best Fitness Center a/k/a "Personal Best: The Only competition is YOU", a Colorado Limited Liability Corporation (LLC). If you are on a month to month membership, you must notify the Fitness Center five (5) days prior to your billing date in order for the cancellation to take place. You WILL be billed for the current month if you do not notify the Fitness Center, in writing five (5) days prior. The notice must be delivered or mailed to "The Personal Best Fitness Center, 1658 Cole Boulevard, Suite 50, Lakewood, CO 80401". A FAX copy or e-mail correspondence is **not acceptable**. If you become permanently disabled (verifiable by a physician), if you are permanently unemployed (verifiable by your previous employer), or if your company relocates more than three (3) miles from the Denver West Office Park (verifiable by the company or The Denver West Office Park management), you may also cancel at a mutually negotiable pro-rated amount. Enforcement of the Health Club Act of Colorado and / or any applicable federal, state, or local ordinances apply. You may also bring private cause of action as provided for in civil and criminal legal proceedings. If your rights are violated in any way, you may contact the State Bureau of Consumer Protection, the Better Business Bureau, or the local authorities. In addition, The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, sex, or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

SIGNED AND AGREED:

_____ **DATE:** ____ / ____ / ____
Member Signature

Member Printed Name

_____ **DATE:** ____ / ____ / ____
The Personal Best Fitness Center Authorized Signature

The Personal Best Fitness Center Authorized Printed Name
