

Silo-Fit Membership Agreement

PRIMARY MEMBER INFORMATION

Name:	Street Address:	City	State:	ZIP:
SS#:	Driver's License #:		Email:	
Home Phone:	Cell Phone:		Work Phone:	
How did you hear about us?	Emergency Contact:		Emergency Phone:	

MEMBERSHIP TYPE

<input type="checkbox"/> Individual (with classes) <input type="checkbox"/> Military/Law Enforcement/Firefighter/EMS/65+ (with classes)	<input type="checkbox"/> Individual (without classes) <input type="checkbox"/> Military/Law Enforcement/Firefighter/EMS/65+ (without classes)
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ACCESS TO SILO-FIT FACILITY

Active Member:		Male	Birthdate	Key #
		Female		

DEFINED TERMS

In this agreement, "Club Owner" refers to Silo-Fit LLC, a limited-liability company organized and existing under the laws of the State of Texas doing business as "Silo-Fit". "Club Location" refers to the club at which the agreement is signed. "I" and refers to the person(s) whose name(s), signature(s) and initials appear on this document. "The primary member" refers to the primary member named above whose financial institution is billed. The primary member may initial and approve this agreement on behalf of any children aged 13 to 17. "Active Member" refers to the member who will have access and privileges to the Silo-Fit facility. Active Members aged 13 to 15 must be accompanied by an adult aged 18 or older and may participate in fitness activities that align with an active membership. Active Members aged 16 and older can participate in all fitness activities without adult supervision.

MONTHLY MEMBERSHIP _____

This agreement is month-to-month and is a legally binding obligation for which I the primary member am financially responsible for the entire account. I agree that if I fail to pay when a payment is due that I will be required to pay the entire unpaid balance immediately. If collection or legal services are needed to collect the unpaid amount, I am responsible for all costs of collection, including attorney's fees of Club Owner. All claims, terms and conditions for this agreement are associated with this Club Location.

PREPAID MEMBERSHIP _____

I understand that when my prepaid membership expires, the Active Member automatically becomes a month-to-month member and I will pay using the same financial account that was charged for the prepaid membership.

MEMBERSHIP ACTIVATION FEE _____

I understand that there is a one-time Activation Fee of \$75 that will be charged along with my first month's membership. If

this membership is cancelled for any reason, and I choose to join again, I understand that the Activation Fee will be charged for the new membership.

GYM ENHANCEMENT FEES _____

I understand that my membership includes a \$15 gym enhancement fee to be charged biannually. The first \$15 fee will be charged along with my first month's membership. Thereafter, I understand that every 6 months, a \$15 gym enhancement fee will be charged along with my normal monthly membership fee.

MEMBERSHIP CANCELLATION AND REFUND _____

I may cancel by delivering or mailing written notice to the club at the address above before midnight of the third business day after which I signed this agreement. The notice must say I do not wish to be bound by this agreement. The club will return, within 7 days of receiving my cancellation, any payments made. Unless I cancel the membership as set forth above, it automatically renews on a month to month basis. I am obligated to pay monthly dues regardless of whether I use the club until 7 days after the club has received written notice of our cancellation request. I must give notice by the 1st of the month to terminate the membership on that month, otherwise I will incur an additional month's charge unless I've prepaid the last month's dues at the time I joined. NO CASH REFUNDS

ASSUMPTION OF RISK OF INJURY _____ + _____

By signing this agreement I assume all risks of injury and waive all rights to pursue money damages or any other relief of any kind as a result of anything occurring at or near the Club Location or any other "Silo-Fit" location. In the event I am injured while on a "Silo-Fit" property or during a "Silo-Fit"-sponsored event, I will hold harmless Club Owner and all of their owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including claims for contribution. This waiver of liability applies to my family members, successors, heirs and assigns.

WAIVER REGARDING FACILITY/ACKNOWLEDGEMENT OF POTENTIAL LIABILITY _____

I understand and agree that the Club Location and all "Silo-Fit" locations are unsupervised fitness centers and no employee is on site to help use the equipment or exercise in the manner that we choose to exercise. I acknowledge there is possible danger connected with any physical activity and knowingly and voluntarily waive my right to make a legal or equitable claim of any sort against Club Owner and all of their owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution, arising out of or in any way related to my use of the facility and its equipment, including showers. Moreover, I acknowledge that I am liable for all damage that I cause to the equipment or physical infrastructure of the facility and will reimburse "Silo-Fit" via the payment method used to pay my monthly dues. I understand and agree that shower facilities will be made available at the club. For any members aged 13 to 15, access to showers is allowed only under the supervision of a parent or guardian aged 18 or older.

UNAVAILABILITY CLAUSE _____

If any of the services or facilities described in this agreement become unavailable or are no longer fully operational, I acknowledge that I am liable for only that portion that was available for the public to use while this agreement is in effect. If funds have already been paid, I will be entitled to a pro rata refund for the time period that the facility is unavailable but for which funds had already been paid. The refund may be in the form of credit or check; no cash refunds.

DEATH/DISABILITY CLAUSE _____

If the primary member dies or become totally or permanently disabled, that member or his or her estate may cancel this agreement and receive a pro rata refund for my unused membership fee.

GUESTS _____

The Active Member may bring a guest only during staffed hours and only after arranging for a pass with club staff. I understand that I am responsible for the acts and omissions of any guest while they are using the facility, and ensure that they will comply with the terms of this Agreement except for payment of dues until they become club members.

Date: _____

Signature of Member: _____

Date: _____

Signature of Employee: _____

AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

I hereby authorize the Designated Billing Company selected by Silo-Fit to draw items (checks, electronic fund transfers (“EFT”), charge card) for the purpose of paying the membership dues, including any fees, as well as other purchases on the account indicated below.

NAME AS SHOWN ON ACCOUNT	
CHECKING	
SAVINGS	
BANK NAME	
ROUTING # (9 DIGITS)	ACCOUNT #
CREDIT CARD #	EXPIRATION DATE

Subject to the following conditions:

- 1) The terms outlined in this Membership Agreement shall be drawn on or about the date or dates set forth in the Membership Agreement by signing below. You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on your bank, debit, or credit card statement shall constitute receipts for payment on your account.
- 2) One-Time Transfers. When you provide a check as payment, you authorize the Company either to use information from your check to make a one-time EFT from your account or to process the payment as a check transaction. When the Company uses information from your check to make an EFT, funds may be withdrawn from your account as soon as today’s date.
- 3) If the regular payments set forth in the Membership Agreement should vary in amount, you are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, you choose to instead get this notice only when the payment would differ by more than \$5 from the most recent payment you have made.
- 4) By executing this Agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for your review at the Company’s location.
- 5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
- 6) If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation under your Membership Agreement.
- 7) If any payment is not paid upon presentation to your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any recurring payment become past due.
- 8) By executing this Agreement, you authorize Silo-Fit and its agents, including its third party payment processing companies (“Silo-Fit Agents”) to store the account or card information provided by you on or in relation to the Agreement and/or your Silo-Fit Membership Agreement (“Silo-Fit’s Agreement”) as well as any other account or card information provided by you through any means to Silo-Fit or Silo-Fit’s Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or your Silo-Fit Agreement (hereinafter “Payment Information”). Silo-Fit and/or Silo-Fit’s Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in your Silo-Fit Agreement, membership-related obligations, retail transactions, group exercise purchases, or other purchases. Silo-Fit and/or Silo-Fit’s Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between you and Silo-Fit. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of your Silo-Fit Agreement. If your Silo-Fit Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancelation and refund policies provided in your Silo-Fit Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail

notifying you of such changes will be sent to the e-mail address provided by you on the face of your Silo-Fit Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on your Silo-Fit Agreement.

9) This preauthorization payment arrangement shall apply to the following Applicant(s)

SIGNED: _____

DATE: _____