

Twisted Fitness

23 Pleasant Street
Claremont, NH 03743
(603) 542-0414

CLUB #4730

New Replacement/Upgrade

Alternate Account # _____ Salesperson's Initials

Card Codes

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Membership Agreement

The Federal Equal Credit 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, national origin, 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.

(A) BUYER INFORMATION ONLY - TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)

BUYER'S Last Name	First	Birthdate	Age	Home Phone	E-mail address
_____ () _____					
Current mailing address	City	State	Zip	Social Security #	

Permanent address if different from above	City	State	Zip	How long at address (yrs/mos)	

Employer	Position	How long (yrs/mos)	Work Phone ()		

I elect to pay my monthly dues via:

- Electronic Funds Transfer (EFT) from my Bank Account or Credit Card.
 Please send me a Monthly Statement.

In case of emergency, call: _____

Phone: () _____

(B) TO BE FILLED OUT BY CLUB EMPLOYEE

- Today's date is ____/____/____
- Your agreement begins on ____/____/____ and expires on ____/____/____
- 1-year membership
 6-month membership
 3-month membership
 2-month membership
 1-month membership
- Amount of Down Payment is \$ _____

1-YEAR COMMITMENT:

The year agreement is a continuous payment plan, and will continue until the agreement is met. Upon fulfilling the agreement the buyer may terminate the agreement by sending a written cancellation notice to the club, thirty days prior to the payment due agreement. The buyer may also continue on as a month-to-month member at the same monthly rate. To do so the buyer must renew in writing before their expiration date. During the month-to-month membership option the buyer may cancel with a thirty day written notice to seller.

WAIVER AND RELEASE OF LIABILITY:

The Club urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Club shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims.

YOUR PAYMENT SCHEDULE WILL BE:

When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
		\$ _____	

Member's Signature

Club Representative

Buyer's Signature

Member's Signature (if different from buyer)

YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT).

ASF International EFT Authorization

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

(* Must attach voided check.) or (** Must attach deposit slip.) Checking* Savings** MasterCard Visa Am Ex Discover

Account #: _____ Routing # or Expiration Date (If Credit Card) _____

Number of payments _____, Amount of payment \$ _____, 1st due date _____

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

Bank Name _____ Bank Address _____

City/State/Zip _____ Bank Phone Number () _____

Authorized Signature _____ Date _____

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Notice to Buyer:

DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES. AND BY STATE LAW REQUIRES THAT THIS HEALTH CLUB REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS CLUB POST A BOND TO PROTECT THE CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THE CLUB CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS CLUB HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPT FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS CLUB HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS HEALTH CLUB FOR MORE THAN ONE (1) MONTH MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE CLUB CEASES TO CONDUCT BUSINESS.

YOU MAY CANCEL THIS TRANSACTION IN WRITING ANY TIME PRIOR TO MIDNIGHT ON THE THIRD BUSINESS DAY OF THIS TRANSACTION.

The buyer may cancel by written notice mailed to seller, preferably by certified or registered letter; or may cancel by delivering a notice in person within the cancellation period. If such notice is delivered, the buyer shall be entitled to a receipt.

Month to month memberships are available.

Seller of Contract must:

Refund to the buyer the pro rata cost of any unused services, within fifteen (15) days after request therefore if:

The buyer is unable to receive benefits from the seller's services by reason of death or disability. The health club may require that the disability be confirmed by an examination of physical agreeable to the member and the health club; provided. However, that this subparagraph shall not operate to prevent the buyer from proving the disability in a judicial proceeding; or

The seller relocates his facility more than eight (8) miles from its present location, or the services provided by the seller are materially impaired.

Refund to the buyer the pro rata cost of any unused services under all contracts between the parties, within fifteen (15) days after request therefore. If the aggregate price of all contracts in force may retain a cancellation fee or not more than twenty-five (25) percent of the pro rata cost of unused services on all contracts, not to exceed \$250.00.

Refund to the buyer pro rata of any unused services within fifteen (15) days after the club ceases operation.

Upon the occurrence of any of the circumstances enumerated in subparagraphs of this section, the buyer or his estate shall be relieved of any further obligation for payment under the contract not then due owing.

Buyer's Signature