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## MEMBERSHIP AGREEMENT

This membership agreement for the type of membership indicated above is between the Enterprise Sports Club, Inc, dba, Enterprise Sports Club (“the Club and/or The Health Studio”), and the undersigned BUYER:

A. Buyer understands and agrees:

1. To be bound by the Rules and Regulations of the Club as they now exist and as they may from time-to-time be amended or supplemented. That they have received and read a copy of the Rules and, in particular, that they have read and understand the provisions of Article Two of the rules dealing with expulsion of a member.
2. The buyer agrees to pay monthly dues, registration fees, and charges for goods and services UPON RECEIPT of a monthly invoice. The dues shall be initially that amount indicated below, but shall be subject to increases pursuant to Article One, Section 4 of these Rules.
3. ALL REGISTRATION FEES ARE NON-REFUNDABLE.
4. THAT ALL MEMBERSHIPS ARE NON-ASSESSABLE, NON-VOTING, NON-PROPRIETARY, NON-TRANSFERABLE unless by written approval of Club and the payment of a transfer fee which is subject to change, and can be terminated at any time at the discretion of management, in which case a buyer’s liability for future monthly dues shall cease.
5. This Agreement does not grant any lifetime rights to the Buyer. The Club reserves the right to terminate the use of its facilities or any part thereof by Buyer in any manner provided for in this Membership Agreement.
6. This Agreement is assignable by the Club in its sole and absolute discretion.

B. The ENTERPRISE SPORTS CLUB agrees:

1. That it shall provide a Club facility which will include athletic club facilities for members; an equipped training room; a lounge and locker facilities, subject to its right to terminate the facilities as described herein.
2. That the Buyer shall be entitled to all of the rights and privileges due a member in good standing under the Rules as they now exist and as they may from time-to-to be amended or supplemented.
3. If by reason of death or disability, the person agreeing to receive services is unable to receive all of the services for which they have contracted, they and their estate, shall be relieved from the obligation of making payment of services other than those services received prior to death or the onset of disability, and if they have prepaid any sum for

services, so much of such sum is allocable to services that they have not taken shall be promptly refunded to them or their representative upon request. 'Disability' means a condition which precludes the Buyer from physically using the Club's facilities and the condition is verified by a physician.

4. If the person agreeing to receive health studio services moves further than 25 miles from the Club and is unable to transfer this contract to a comparable facility, such person shall be relieved from the obligation of making payment for services other than those received prior to the move, and if such person has prepaid any sum for health studio services, so much of such sum as is allocable to services he or she has not taken shall be promptly refunded. The Club reserves the right to charge a cancellation fee of \$100 if less than one half of the BUYER'S contract term has expired, or \$50 if more than one half of the BUYER'S contract term has expired.

Upon expiration of the initial term of this Agreement, the Agreement will renew on a month-to-month basis unless canceled in writing in accordance with the provisions of this Agreement or other applicable law. I understand my membership dues are subject to change, unless otherwise guaranteed, and that I MUST SUBMIT WRITTEN NOTICE AT LEAST 30 DAYS PRIOR TO CANCELLATION. I acknowledge receiving a copy of this Agreement at the time of my signature.

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY OF THE CLUB AFTER THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL THIS AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED NOTICE OR SEND A TELEGRAM WHICH STATES THAT YOU, THE BUYER ARE CANCELING THIS AGREEMENT, OR WORDS OF SIMILAR EFFECT. SUCH NOTICE SHALL BE SENT TO ENTERPRISE SPORTS CLUB, 100 ENTERPRISE WAY, SCOTTS VALLEY, CA 95066 Phone 831-920-0912

This Agreement shall be construed in accordance with the laws of the State of California with jurisdiction and venue deemed proper in Santa Cruz County.

#### EFT Authorization

I authorize Enterprise Sports Club ("Club") to either electronically transfer funds from the above account number, or draft funds from the above credit card number on the first of each month for payment of all amounts due to the Club, which may include my monthly dues, my payment plan installments, annual increases in monthly dues,

maintenance fees, upgrades or additional dues, applicable taxes, fees for fitness or ancillary services, merchandise, and any other unpaid fees or dues. The deductions begin on the first of the month following today's date and continue until my membership is terminated or canceled in writing. I understand and acknowledge that the monthly dues amount specified above may vary due to past unpaid dues or other fees and charges. I understand that I have the right to receive notice in writing at least 10 days in advance of any automatic payment charges; however, I waive my rights to any such advance notice. I also understand that if I fail to notify the Club in a timely fashion to any changes to my above identified account information, or to my credit card information, or my debit is returned for insufficient funds, or my credit card is declined, I am responsible for all bank charges, all EFT returned items, and all declined credit card charges. Additionally, the Club reserves the right to charge a \$25.00 fee for any returned or declined items. The Member may cancel this Agreement only upon written request to the Club. The Member is responsible for verifying that the written request of at least (30) days for cancellation of this Agreement is received and that the Member's account has been changed or canceled. Cancellation or revocation of this authorization, or stopping any payment hereunder, does not affect any other payments authorized on the date of the Agreement or in the future. I confirm that I am authorized under the terms of the applicable agreement with my financial institution (the "Bank Agreement") to the account I have designated for the purchase of goods and services from the Club. I certify that all statements made in this payment authorization are true and correct to the best of my knowledge. I understand that any failure by the applicable financial institution to pay any charge in full does not release me from any liability for obligations owing to the Club. I agree to comply with my Bank Agreement at all times that this Authorization is in effect.