



Enterprise Sports Club Membership Agreement

Introduction

This Membership Agreement for the type of membership indicated above is by and between Enterprise Sports Club, Inc., a California corporation d/b/a/ Enterprise Sports Club (ESC, the Club), and the undersigned "Buyer or Member" :

A. Buyer understands and agrees:

1. To be bound by the Rules and Regulations of Enterprise Sports 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 member agrees to provide an accurate name, date of birth, current address, email address, and phone number. This information will not be shared or sold. We require transactional emails to be subscribed so that we may reach out to you for any policy changes.
3. The Buyer agrees to pay monthly dues, registration fees, and charges for goods and services upon receipt of this invoice on the first of the month. The dues are subject to increases pursuant to Article One, Section 4 of these Rules.
4. ALL REGISTRATION FEES ARE NON-REFUNDABLE.
5. THAT ALL MEMBERSHIPS ARE NON-ASSESSABLE, NON-VOTING, NON-PROPRIETARY, NON-TRANSFERABLE unless by written approval of ESC, and can be terminated at any time at the discretion of ESC management, in which case a Buyer's liability for future monthly dues shall cease.
6. This Agreement does not grant any lifetime rights to the Buyer. ESC reserves the right to terminate the use of its facilities or any part thereof by the Buyer in any manner provided for in this Agreement.
7. This Agreement is assignable by ESC in its sole and absolute discretion.

B. Enterprise Sports Club agrees:

1. That it shall provide a 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 to 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 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 ESC facilities and the condition is verified in writing by a licensed medical physician.
4. In terms of an annual agreement the Buyer agrees to a refund amount of the remaining months at the regular monthly rate. If less than 60 days remain in the membership agreement term, no return is offered.
5. Upon expiration of the initial term of this Agreement, the Agreement will renew on a month-to-month basis unless cancelled in writing in accordance with the provisions of this Agreement or other applicable law. This does not apply to the Annual Membership.

6. I understand my membership dues are subject to change, unless otherwise guaranteed in writing by Enterprise Sports Club, 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 Enterprise Sports Club AFTER THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL THIS AGREEMENT, DELIVER A SIGNED AND DATED NOTICE, WHICH STATES THAT YOU, THE BUYER, ARE CANCELING THIS AGREEMENT, OR WORDS OF SIMILAR EFFECT.

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.

C. EFT Authorization:

I authorize Enterprise Sports 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 Enterprise Sports 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 the date of this Agreement and continue until my membership is terminated or canceled in writing pursuant to the terms and conditions of this Agreement.

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 Enterprise Sports 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, Enterprise Sports 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 Enterprise Sports Club as provided herein. 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 cancelled. 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 Enterprise Sports 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 Enterprise Sports Club.

I agree to comply with my Bank Agreement at all times that this Agreement and authorization is in effect.

ARTICLE ONE
RULES, REGULATIONS & CONDITIONS OF MEMBERSHIP

1. Provisions

The classification of Members, fixing the amount of dues payable by the Members of each class, fixing the amount of registration fees, the expulsion of Members and all other questions affecting or relating to the Members or membership shall be under the complete and exclusive control of Enterprise Sports Club management.

Any person of good character and at least 18 years of age is eligible for membership in Enterprise Sports Club. Membership will not be denied on the basis of race, creed, religion, or national origin or any other protected category, nor shall any aspect of such matters ever be made a condition of membership. Children between the ages of 12 and 17 may also be Members with parental consent and parental financial liability. Along with the signature of parent/ legal guardian on child liability waiver and membership agreement.

2. Classifications

Membership types and dues shall be determined by Enterprise Sports Club management. Enterprise Sports Club management reserves the right to change membership categories in its sole and absolute discretion and without prior notice to the Member.

3. Changes of Membership Status

Members of Enterprise Sports Club shall be able to change their membership classification upon written request. Per agreement between Enterprise Sports Club and the Member, fees and dues will be adjusted.

4. Changes in Monthly Dues

It is the Member's responsibility to notify Enterprise Sports Club of any corporate affiliation. Dues are also subject to change without notice for reasons including, but not limited to: annual dues increases, change in status due to Secondary Member(s), cancellation, change in corporate affiliation, or change in corporate membership level. Adding Secondary Members to a membership plan requires the Primary Member to agree in person or in writing to the financial liability of the Secondary Member.

5. Facility

As a Member, you are entitled to use ECS facilities and services. ESC facilities include cardiovascular and other exercise equipment, a swimming pool and group exercise studios. Enterprise Sports Club may temporarily take facilities or equipment out of operation for reasonable repairs, modifications, substitutions or improvements. Enterprise Sports Club's services encompass the entire fitness spectrum, including; classes and instruction in personal training, yoga, and other physical activities. Enterprise Sports Club reserves the right to make changes to the type or quantity of classes or equipment offered. Enterprise Sports Club's hours of access are Monday through Friday from 5:30 am to 9:00 pm and Saturday and Sunday from 7:00 am to 8:00 pm. On holidays, ESC services, facilities and hours of access may be limited or unavailable. ESC reserves the right, in its sole discretion, to establish the prime time schedule, reservation policy, as well as the hours and days of the operation of the facility.

6. Prior Agreements, Modification, Arbitration

This Agreement constitutes the entire and exclusive agreement between the parties and cancels and supersedes any and all prior promises, representations, understandings and/or agreements between the parties. This Agreement may be modified only by an instrument in writing signed by all parties. Any claim for damages sought by one party against the other under this Agreement shall be limited to material damages and in no event shall ESC be liable for consequential or punitive damages. Any and all claims or controversies arising out of or relating to this Agreement, to enforce or interpret any of the terms herein, or otherwise arising between the parties shall, in lieu of a jury or other civil trial, be settled by final and binding arbitration in accordance with then-current rules of the American Arbitration Association applicable to such disputes. The agreement to arbitrate includes all claims whether arising in tort or contract and whether arising under statute or common law including, but not limited to, any claim for

personal injuries, death, property damage or loss, breach of contract, discrimination or harassment of any kind. The obligation to arbitrate such claims shall survive termination of the Agreement, and the arbitrator shall have jurisdiction to determine the arbitrability of any claim. The arbitrator shall have the authority to award any and all damages otherwise recoverable in a court of law. The arbitrator shall not have the authority to add to, subtract from or modify any of the terms of the Agreement. Judgment on any award rendered by the arbitrator may be entered and enforced by any court having jurisdiction thereof. Each party shall be responsible for paying its own costs for the arbitration including, but not limited to, arbitrator or other adjudication fees, attorneys' fees, witnesses' fees, transcripts, or other expenses, The prevailing party in any arbitration shall be entitled to recover its reasonable attorney's fees and costs, in addition to any other amounts to which it may be entitled. In addition, if it is necessary for Enterprise Sports Club to assign this contract for collection, Member hereby agrees to pay all such collection costs in addition to any other amounts Member owes.

Your membership commences when this Agreement is signed and your initial payment is made.

ARTICLE TWO **TERMINATION OF MEMBERSHIP**

1. *Voluntary Resignation*

Unless a specific length of term is stated herein, the term of this Agreement is month-to-month, with the exception of annual membership. Members wishing to cancel membership must submit such a request to Enterprise Sports Club in writing at least thirty (30) days in advance. Members with a contract for a specified term do not have termination rights except as expressly set forth in this Agreement. Agreements with a specified term shall automatically renew on a month-to-month basis after the expiration of the term unless written notice of cancellation is given at least 30 days prior to the end of the term.

FAILURE TO GIVE CANCELLATION NOTICE WILL RESULT IN RENEWAL OF THIS AGREEMENT ON A MONTH-TO-MONTH BASIS, AT RATES OFFERED TO THE PUBLIC AT THE TIME OF RENEWAL AS ESTABLISHED BY Enterprise Sports Club FROM TIME-TO-TIME. MONTH-TO-MONTH MEMBERSHIP MAY BE CANCELLED WITH 30-DAYS PRIOR WRITTEN NOTICE AND PAYMENT OF ALL OUTSTANDING MONIES OWED TO Enterprise Sports Club.

Annual memberships will expire after one year for purchase date. Annual membership may be terminated and receive a return of their remaining deposit upon request so long as more than 60 days remain in the agreement term period. The return amount will be calculated at the equivalent month-to-month rate.

A resigning Member shall remain liable for all dues and indebtedness accrued prior to the cancellation date of this Agreement.

2. *Statutory Cancellation Rights*

If the cost of your membership, including initiation fees, is between \$1,500 and \$2,000, you have the right to cancel this membership within 20 days after the contract is executed. If the cost of your membership, including initiation fees, is between \$2,001 and \$2,500, you have the right to cancel this membership

within 30 days after the contract is executed. If the cost of your membership, including initiation fees, exceeds \$2,501, you have the right to cancel this membership within 45 days after the contract is executed.

3. *Expulsion*

Any Member may be expelled by ESC management with or without cause. Cause for expulsion may consist of violation of any rule or regulation of ESC, or of any conduct which in the opinion of the ESC management is prejudicial to the welfare and good order and character of ESC or its Members. In the event of expulsion, the Member shall immediately forfeit any benefits of membership, and there will be no refund of monthly dues or initiation fees paid, but liability for future monthly dues shall cease with respect to the expelled Member.

ARTICLE THREE **CODE OF CONDUCT**

These Guidelines apply to your conduct here at Enterprise Sports Club. This includes all areas but not limited to tennis courts, Mindful Movement studio, Massage rooms, all fitness areas, basketball court, group exercise studio, front desk and lobby areas, locker rooms, decks, any additional outdoor areas, including parking lots, sidewalks and outdoor pool. These guidelines also apply to the use of any ESC's online, mobile or website.

If any violation of these Guidelines occurs, you may be subject to membership consequences including the restriction, suspension, or termination of your membership or club access. Members are responsible for their actions as well as the actions of their guests and children under their supervision. Should damage arise, whether property or personal injury, you are liable for all resultant costs.

1. All Members and guests using the facilities must register at the front desk with their membership card or app EVERY time they use the club. This includes checking in before use of all facilities, including classes or tennis courts. All guests who use Enterprise Sports Club's facilities are subject to payment of the current guest fee, and execution of Enterprise Sports Club's then-current Assumption of Risk And Liability Waiver And Release and Indemnity Agreement. For any minor guest, Enterprise Sports Club's Assumption of Risk And Liability Waiver And Release and Indemnity Agreement must be signed by the minor guest's parent or legal guardian. No Member shall bring any individual to Enterprise Sports Club to perform personal training services. All guests must abide by ESC policies, rules, and regulations, as amended from time to time.
2. Members are expected to abide by ESC reservation policies.
3. A membership waiting list will be established when Club management determines Enterprise Sports Club is near capacity.
4. All Members shall be expected to wear proper attire and recommended safety equipment when using Enterprise Sports Club.
5. No Athletic attire nor any personal belongings shall not be left at Enterprise Sports Club overnight.
6. Members shall promptly give written notice to Enterprise Sports Club of any change in address. Failing such notice, all communications shall be presumed to have been received within five calendar days after mailing.
7. Damage to ESC property shall be paid for by any Member who willfully or neglectfully causes such damage. Members are responsible for any and all damage incurred by dependent children or guests.
8. Accounts will be billed or drafted from Members on or about the first working day of each month. Billed accounts are due and payable upon receipt. After the 6th day of each month, such accounts are given a late status. Recurring charges such as dues are billed in advance; all other charges are billed at the end of the month in which they were charged. A \$25 return payment fee will be assessed on all delinquent accounts. All members are requested to pay a yearly annual maintenance fee billed in April. Amount subject to change.

- 9.** Reasonable attorney's fees and costs shall be awarded to the prevailing party by the Court or Arbitrator in any action to enforce this Agreement. In addition, if it is necessary for Enterprise Sports Club to assign this contract for collection, Member hereby agrees to pay all such collection costs.
- 10.** On all questions concerning the construction and interpretation of these rules or this Agreement, the decision of Enterprise Sports Club management shall be final and binding on the parties.
- 11.** Amendments to these rules may be made from time to time, as such conditions may warrant, by Enterprise Sports Club management in its discretion.
- 12.** There shall be no smoking in any part of the facilities by any person.
- 13.** All Members are encouraged to have a physical examination to determine present health before strenuous activity is commenced. Each Member represents that he/she is in good physical condition and has no medical condition or impairment that might prevent his/her intended use of Enterprise Sports Club's facilities. Members acknowledge that Enterprise Sports Club did not give him or her any medical advice at any time relating to his or her physical condition or ability to use Enterprise Sports Club facilities. If a Member has any medical concerns, those concerns should be discussed with a licensed medical physician before using Enterprise Sports Club's facilities. Members acknowledge that neither Enterprise Sports Club, nor any of its owners, employees or agents are licensed medical practitioners and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.
- 14.** Enterprise Sports Club is not responsible or liable for any loss, theft or injury to property of Members or guests.
- 15.** All Members use Enterprise Sports Club facilities at their own risk.
- 16.** Any Member who uses facilities for which he is not entitled shall, at the first offense, be warned; at the second offense, his or her membership may be canceled at the sole discretion of Enterprise Sports Club management.
- 17.** All children that are not toilet trained are not allowed in the pool.
- 18.** "Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use or exchange of anabolic steroids."

By signing below the client agrees to the above terms and conditions of membership and hereby consents to cancellation and liability policies

Signature

Date / /

Print Name