

MURPHY'S GYM

(Murphy's Fighting Sports Co. Inc)

17 Rear Everberg Road, Woburn, MA 01801

(781) 938-7554

MEMBER (BUYER) INFORMATION

Buyer _____ Social Security Number: _____

First Last Address: _____ City: _____ State _____ Zip: _____

Phone Home: (_____) _____ Cell: (_____) _____ Time to Contact _____ AM / PM Ext..

Emergency contact:

Name _____ Address _____ Phone Numbers (1) _____

Member 2) _____ (M/F) DOB _____ Member 3) _____ (M/F) DOB _____

MEMBER'S (BUYER'S) RIGHTS TO CANCEL

If you wish to cancel this agreement, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to the School. The notice must say that you do not wish to be bound by the agreement and must be delivered or mailed by 12 midnight of the third business day after you sign and receive a copy of this agreement. The notice must be delivered or mailed to the Gym at the address shown. If you cancel, any down payment or initial fee may not be refundable and the Gym may be entitled to a portion of the total agreement price. If the school goes out of business or refuses to give you a refund, there may be a bond or letter of credit under which you are entitled to collect. Enforcement of the Health Club Act is by the Attorney General of this State or the district attorney of the county In which the Gym is located. If your rights are violated, you may contact the state Bureau of Consumer Protection of your district attorney.

Tuition

- 1) Cash Price \$ _____
- 2) Down payment \$ _____
- 3) Unpaid Balance \$ _____
- 4) 15 % Service Charge \$ _____
- 5) Total Amount \$ _____

Terms

- 1) Program Offered _____
 - 2) Begins ____/____/____ Ends ____/____/____
 - 3) Number of Payments _____
 - 4) Amount of each Payment \$ _____
 - 5) First Payment Due ____/____/____
- To be billed each Month on the 10th 20th

Buyer agrees to permit Murphy's Gym to Charge Buyers Debit Card on or before the due date, selected by Buyer of each consecutive month, as indicated by above terms. A service charge of \$25.00 will be assessed on any payment presented for collection and returned for any reason. Murphy's Gym reserves the right to modify any payment due date.

The Member / Buyer hereby authorizes Murphy's Gym to bill Buyers Debit card each Month according to the payment date option above, and if applicable authorizes Murphy's Gym to deduct tuition payments directly from the following Debt card account according to the terms of this agreement.

Complete the following for Debt card Billing

Debt card # _____ Expires ____/____ 3 Digit _____ (last 3 digits next to Signature on card)

I have read this agreement and understand that once It Is signed by me is a legally binding and enforceable obligation and I agree to comply with all the provisions, terms and conditions as per back of this agreement set forth. I acknowledge I have received a copy of this agreement.

Accepted **The Gym** Signature: _____ Date: ____/____/____

Accepted **Buyer / Member** Signature: _____ Date: ____/____/____

Accepted **Member / Co-Buyer** Signature: _____ Date: ____/____/____

1. **MEMBER FITNESS.** By signing this agreement, The Member represents to the Gym that he / she has had an opportunity to observe and or participate In the program selected by the Member prior to signing this agreement and that he/she is physically and mentally fit to take classes offered by the Gym in that program or any others selected by the Member.

2. **UNAVAILABILITY** - If the Gym or its Facilities are substantially unavailable for use due to damage or loss by fire, accident, act of God Or any other cause, the Members program will be extended for a period of time to equal the time of lost availability, but no refund or credit will be due the Member, The Member may cancel this agreement if the Gym closes for more than 30 days and the School fails to provide a comparable facility within fifteen miles of the location designated in this agreement. Upon notice of cancellation, the Gym shall refund to the Member all moneys paid in Excess of an amount computed by dividing the Full contract (cash) price, excluding any initiation fee, by the number of weeks in he contract term and multiplying the result by the number of weeks elapsed in the contract term.

3. **LIABILITY WAIVER AND RELEASE** - The Member understands and agrees that strict observation of the rules end regulations relative to training, including the use of protective equipment, is required and that the use of facilities and the Member's presence at the School are at tile sole risk of the Member. It is understood and agreed by the Member that Boxing and or Kickboxing involves defensive and offensive skills and training which include violent and sudden movements and that In connection with the training and instruction sessions, there will be physical contact between instructors and Members and between and among Members themselves and that such contact may result in personal injury despite the best intentions and following adequate precautions. The Member agrees that the Gym and its Instructors, agents, employees, operators and authorized representatives, shall not be responsible for and are hereby released from any liability, claim, loss, inducing loss of property, damage, personal injury, or expense incurred by a Member or anyone claiming through a Member, or related to any activity connected with Gym including, but not limited to, any caused by the negligence or gross negligence of the Gym or its instructors, Members, agents, employees, operators, or authorized representatives.

4. **CLASSES / CONTACT** - Scheduling and content of classes and programs and furnishing of facilities and instructors are at the sole discretion or the School and may be changed From time to time upon notice by the Gym. The Gym agrees to furnish the Member with qualified instructor to teach and supervise classes, practice sessions and contests conducted by the Gym. Member understands that during the course of instruction, Gym instructors, authorized personnel and /or other Members will be engaged in a course of conduct requiring physical contact with the Member. He/she gives full consent to such contact as is required by the training program and classes.

5. **HOLIDAYS** - The Member understands that Classes may not be held on national or local holidays, scheduled vacations or other times as directed by the Gym.

6. **CO-SIGNER OR CO-BUYER**- The person (s) signing this agreement as a co-signer or co-buyer agrees to be jointly, severally and individually liable as If signing as the Member.

7. **COMPLIANCE WITH LAWS AND REGULATIONS** - All rights and obligations of the Gym and Member under this agreement are subject to all applicable federal, state and local laws and regulations. When in conflict of this agreement, the contents of such laws and regulations shall be deemed to expressly modify this agreement and the agreement shall be reworded to incorporate such text as may be necessary in order to make this agreement in compliance therewith. The Gym and Member agree to continue to be bound under me modified agreement shall be deemed unenforceable, no other portion shall be unenforceable. Any waiver or delay by the School in enforcing any right under this agreement will not be a waiver or release thereof.

8. **ACCEPTANCE OF MEMBER** - Upon acceptance as a Member at the School, the Member agrees to faithfully comply with all provisions, terms and conditions hereof, including all rules and regulations of the Gym. The Gym reserves the right to Immediately suspend or terminate any Member from participation or enjoyment of rights under this agreement for failure to comply with rules and regulations of the School. Suspension or termination of a Member shall not entitle the Member to a refund or credit or any tuition already paid cancel any unpaid balance due.

CANCELLATION, DEFAULT OR BREACH OF CONTRACT

9. **NON-CANCELABLE** - The Member understands that alter the MEMBER'S (BUYER'S) RIGHT TO CANCEL expires. the Member cannot cancel this agreement arid payments must be made as agreed.

10. **NON.USE** - The Failure or inability of the Member to use the Facilities, classes or services of the Gym for any reason. will neither relieve nor suspend the Members obligation to make all payments required under this agreement on a timely basis nor entitle the Member to a refund or credit of tuition.

11. **DISABILITY** - The Member may extend the term of the agreement at no additional cost for a period of time equal to the duration of a disability where the Member has a disability which precludes the Member from using one-third or more of the facilities for a period of less than 6 months and the disability is verified by a physician. The Member or his/her legal representative may cancel the agreement if the Member diet or becomes permanently disabled. A permanent disability means a condition which precludes the Member from using one-third or more of the facilities for 8 months or more and the condition is verified by a physician

12. **RELOCATION** - The Member may cancel the agreement if the Member permanently moves more than 25 additional miles from the Gym.

13. **CANCELLATION** - To cancel this agreement pursuant to any such right contained in the agreement, the Member shall notify the Gym of cancellation in writing, by certified mail return receipt requested, or by personal delivery to the address specified in this agreement for the Gym whereupon any money to be refunded upon cancellation of the agreement shall be paid by the School within 40 days after cancellation; and if the member is executed a credit, lien or automatic funds transfer agreement with the Gym to pay for services, any negotiable Instrument or credit or lien agreement executed by the Member shall also be returned by the Gym and any automatic transfer shall be cancelled within 40 days after cancellation.

14. **DEFAULT** - Default of this agreement shall constitute non-payment of scheduled monthly payments in excess 90 days. if this agreement goes into default, the entire contract balance may be payable upon request.

15. **ADDITIONAL FEES** - In the event this agreement goes Into default or buyer breaches the terms of this agreement, Murphy's gym is entitled to legal fees, court costs, interest and penalties. At its discretion, Murphy's Gym may charge all additional 20% of the outstanding debt, charge fees to cover additional legal costs associated with collection of this agreement, assign this agreement to a collection agency, and/or charge 16% annual percentage rate and penalties.