

SportsMed, Inc. (D.B.A.) Body Dynamics is
Registered with the State of Florida as a
Health Studio Facility.
Registration # HS - 03674

BODY DYNAMICS
700 W. Lantana Road
Lantana, FL 33462
(561) 585-3300

Member # 2400
Date 8/16/01
Account Rep Kche
Source Mbr Ref.
TYPE 1 week

RENEWAL

MEMBERSHIP AGREEMENT

<input type="checkbox"/> ADD-ON				
FIRST NAME <u>EAT BANHAMHAD</u>	MI	LAST NAME <u>FAYEZ</u>	AGE <u>24</u>	BIRTHDATE <u>03-19-77</u>
EMPLOYER	ADDRESS	SUITE	PHONE	
CURRENT MAILING ADDRESS	APT	CITY	STATE	ZIP
DRIVER'S LICENSE #	HOME PHONE #	CELL PHONE	E-MAIL	
SOCIAL SECURITY #	EMERGENCY CONTACT <u>ATTA</u>	RELATIONSHIP <u>Friend</u>	PHONE <u>954-815-3004</u>	
ADDITIONAL FAMILY MEMBER, IF APPLICABLE	RELATIONSHIP	AGE	PHONE	

THROUGHOUT THIS CONTRACT THE SELLER/CLUB IS REFERRED TO AS "WE, US, OUR". THE BUYER IS REFERRED TO AS "YOU, YOUR, YOURS".

STATEMENT OF DISCLOSURE (Sales Tax Included)

Enrollment Date 8/16/01 Expiration Date 8/23/01
 Amount of Enrollment Fee \$ 0 Amount Paid \$ 31.80
 Balance Due \$ 0 Balance Due By 0
 Amount of Monthly Dues \$ 0 No. Of Payments 0 (consecutive months)
 Total Sales Price \$ 31.80 Payment Method: CK CC CS

PROMISSORY NOTE

I understand that I have signed a contract/note. My failure to regularly attend and utilize center facilities does not relieve me of my obligations, regardless of the circumstances, to pay the installment note in full. I understand that, except as herein provided, my membership is irrevocably non-cancelable. Should I default, I agree to pay all costs of collection, including but not limited to Collection Agency fees up to the amount of the unpaid balance, court costs, and reasonable attorney's fee. All of which may be paid or incurred by the holder of this note.

\$ _____ For VALUE RECEIVED, I/we, or either of us promise to pay to the order of SportsMed, Inc. or its assigns the total above written sum, payable in _____ consecutive monthly installments of \$ _____ due on the _____ day of each month beginning _____ and each month thereafter until full amount is paid.

A \$25.00 service charge will be assessed for all rejected checks and there will be a \$10.00 fee for returned electronic fund transfers. Should a default be made in any monthly installment, the entire remaining sum due hereunder shall immediately be due and payable at the option of the owner of this note and shall bear interest at the rate of 15% per annum from date of default. To the full extent permissible by law, for purposes of collection or any dispute arising hereunder, I hereby submit to the sole and exclusive jurisdiction of the State of Florida. If any installment is more than ten days past due, a late charge of \$10.00 may be assessed on each delinquent installment. The debtor waives presentment hereof for payment, protest and notice of non-payment and of protest. The holder may extend or postpone payment without notice and without discharging the undersigned. I certify that I have read both sides of this agreement and understand the terms, rules and regulations of this agreement and will comply with the contents herein.

Signature _____ Date 8/16/01 Authorized Representative _____ Date 8/16/01

Member's Name (if different than buyer) _____ Date _____ Co-Signer/Parent/Guardian _____ Date _____

Billing Method: EFT - Bank 1st or 15th EFT - Credit Card 1st or 15th Paid in Full

PLEASE COMPLETE FOR EFT AUTHORIZATION EFT BILLING ONLY

I _____ (Please Print) authorize my bank to make my payment by the method indicated below and post it to my account. A VOIDED CHECK must be supplied for bank processing.

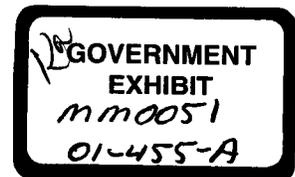
Bank Debit Checking Savings
 BANK NAME & ADDRESS _____ ACCOUNT NO. _____ TRANSIT/ABA NO. _____

Credit Card Visa MasterCard
 Discover Amex
 ACCOUNT NUMBER _____ EXPIRATION _____ NAME ON CARD _____

REARRANGED PAYMENTS ARE SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) THIS AUTHORITY shall remain in full force until such time as the member (guardian) offers sufficient written notice to effect cancellation of EFT payment plan.
- 2) Payments will be processed on or about an available due date as close to the payment due date as possible and on each consecutive month until paid in full.
- 3) The transactions reported on your bank or credit card statement shall constitute receipts for payment to your account.

AUTHORIZED SIGNATURE _____



TERMS OF AGREEMENT

LIABILITY WAIVER: Member agrees that use of all facilities is at his or her own risk, and it is further agreed that the seller shall not be liable for any injuries or damages to buyer or his/her guest, nor the property of any buyer or his/her guest, nor be the subject to any claim, demand, injury or damages whatsoever, including but not limited to those damages resting from acts of negligence or passive negligence on the part of the Seller, its successors or assigns or its officers and agents. It is specifically agreed that the seller shall not be responsible or liable to buyer or his/her guests for articles lost or stolen in the facilities. The seller shall not be responsible or liable for loss or damage to any other property of buyer or his/her guests, including their automobiles and the contents thereof. It is also agreed that any damages to the facility or property, or to the property of any buyer by another buyer or his/her guest, is the sole responsibility of the offending buyer. Buyer agrees that he/she is responsible for any damages caused by buyer to the facilities and equipment, and for any personal injury or property damage caused by buyer to any other buyer, guest or to the property of either. Buyer further agrees to indemnify the seller for any loss caused by buyer for which the seller is accused or held liable including reasonable attorney's fees.

RIGHT TO CANCELLATION: You have the right to cancel this contract, without penalty, within three days from its making, exclusive of holidays and weekends, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all monies paid under the contract, except that we may retain an amount computed by dividing the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3-day provision.

APPOINTMENT CANCELLATION POLICY: The buyer must give the seller a 24-hour advance notice of cancellation of any service to be rendered by the club or the buyer will automatically forfeit the service or services to be rendered. This includes but is not limited to: Personal training, nutrition counseling, fitness assessments, body fat analysis and blood pressure screenings.

RELOCATION: You have the right to cancel this contract and receive a pro rated refund in the event that this facility should go out of business or move this facility more than 5 driving miles from the present business location and herein fail to provide, within 30 days, a facility of equal quality located within 5 driving miles of the present business location at no additional cost. If this facility is unavailable for your use due to a number of reasons - such as fire, condemnation by the government, loss of lease, act of God, or other accident, this facility may use a substitute of a similar facility within 5 miles of present location. In such event, notice of your intent to cancel shall be given to us by you in writing. Such notice of cancellation from you shall also terminate automatically the consumer's obligation to any entity to which we have subrogated or assigned this contract. If we wish to enforce such contract after receipt of such showing, it may request the department to determine the sufficiency of the showing.

DEATH OR DISABILITY: In the event of your death or should you become physically unable to avail yourself of a substantial portion of the services that were used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks remaining in the contract term. Cancellation requires proof of death or disability and shall be established by furnishing a certificate by a physician licensed under Chapter 458, 459, 460 or Chapter 461 provided diagnosis or treatment is within the physician's scope of practice.

FUNDS: If the Department of Consumer Services determines that a refund is due the member, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The club shall not be deemed out of business when temporarily closed for repair and renovation of the premises or upon sale for not more than 14 consecutive days or during ownership not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year.

CONSUMER AFFAIRS: You are advised to contact the Florida Department of Consumer Services, Division of Consumer Services, Mayo Building, Tallahassee, Florida 32399-0800 within (60) days should the club go out of business.

TERM OF MEMBERSHIP: The original membership term shall in no event exceed a period in excess of thirty-six months, and shall only be renewable annually thereafter. Renewal options may be available upon expiration or original membership agreement but may not be executed and the fee therefore paid until (60) days or less before the preceding contract expires.

RIGHT TO TRANSFER AND ASSIGNMENT OF CONTRACT: You understand that we shall be entitled to sell, assign or transfer this contract to a financial institution or other entity. You will be notified in the event that such a transfer occurs.

DEFAULT: You are in default of this contract if: (A) We do not receive an installment payment on or before the date it is due; or (B) You fail to fulfill obligations under this agreement including but not limited to any present or future club rules and regulations.

RIGHTS UPON DEFAULT: If you are in default in this contract, seller can immediately suspend or revoke your membership privileges. You will not be entitled to a refund of any payments you have made.

APPLICABLE LAW: Florida state law governs this contract.

INVALID PROVISION: The provisions of this contract are severable. If any part of this contract is declared unenforceable, the remaining provisions of the contract shall remain valid and enforceable.

AUTOMATIC RENEWAL: Membership is automatically renewed for an annual renewal term at the end of the initial obligation if you do not notify us in writing 30 days prior to your expiration. We are not responsible for refunds if you do not notify us regarding the cancellation of your EFT.

WARNING: You (Buyer, each member and all guests) should consult a physician before you start an exercise program. Member fully understands and agrees that in participation in one or more of the fitness programs, or using the facilities maintained, that he or she is agreeing to assume the risk of such injury and further agrees to indemnify us from any and all liability from the use by the member and all guests of the facility and instructions offered by any employees or personnel of the facility.

DRESS CODE: Proper exercise attire must be worn at all times including proper footwear.

NOTICE: Any holder of this contract or note is subject to all claims and defenses, which the debtor could assert against the seller of goods or services, obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Body Dynamics reserves the right to make such rules and regulations and restrictions in the use of all or part of the facility, as it may deem necessary or appropriate. Such change will not justify membership cancellation and/or refund and will apply to all members and their guests, visitors and members of their families. Such rules may be amended at any time.

Member acknowledges there are no blank spaces on this contract. You are entitled to an exact copy of the paper you signed.

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