

## Terms of Membership

These Terms ("Terms") govern your ("you" or "your") gym membership at Get Strong First ("Membership"), which is owned and operated by Freelance Contracts, Inc. DBA Get Strong First ("GSF," "we," "us," "our"). The terms explained are legally binding with the understanding that the Legalese below takes precedence in resolving any contradictions or confusion. If you don't agree with these Terms, please do not purchase a membership.

**1. Membership requirements.** You must be over the age of 18 to agree to these terms and purchase a monthly membership with GSF. If you are under the age of 18, your parent or legal guardian must purchase and agree to the terms of membership. By purchasing a membership, you represent and warrant that you are 18 years of age or older and you also agree to provide true, accurate and complete registration information. You must provide a current, valid, accepted method of payment ("Payment Method") to start your membership.

**2. Membership type and dues.**

Membership: <CONTRACTNAME>.

Sessions per monthly cycle:

Membership fee: <RECURRINGPAYMENT> monthly.

Membership fees are subject to applicable sales tax. If you run out of visits, you are able to purchase additional sessions at a discounted, members-only rate. Unused visits expire at the end of each monthly membership period. Memberships and visits are non-transferable.

**3. Term.** All memberships are month-to-month agreements that begin on the date of purchase and automatically renew every month thereafter unless the membership is cancelled, terminated, suspended, or altered.

**4. Recurring Billing.** All memberships are renewed automatically every month on the original date of purchase. When we renew your membership, we will bill your Payment Method for the membership fee. You may not be notified in advance of each renewal. By purchasing a membership and providing your Payment Method, you authorize us to bill your Payment Method for the membership fee at the then current rate, and any other charges you may incur in connection with your use of GSF. You acknowledge that the amount billed each month may vary for reasons including promotional offers, gift card redemptions and purchasing additional training sessions. You authorize us to bill your Payment Method for such varying amounts, which may be billed in one or more charges during the billing cycle.

**5. Billing Cycle.** The membership fee will be billed to your Payment Method at the start of the paying period of your membership and every month thereafter unless you cancel, freeze, alter your membership or we terminate it. You must cancel your membership 30 days before it renews for the next billing cycle in order to avoid payment of the next cycle's membership fee to your Payment Method. Membership fees are fully earned upon payment. We automatically bill your Payment Method every month. We reserve the right to change the timing of our billing.

**6. Price Changes.** We reserve the right to change pricing for memberships or any components thereof in any manner and at any time as we may determine in our sole discretion. Subject to these Terms, any price changes will take effect following email notice to you. Your continued membership following the notification of any price changes will constitute acceptance of such changes. You will have the right to cancel your membership before price changes take effect.

**7. Refunds.** Payments are nonrefundable and no refunds or credits will be given for partial or incomplete use. We reserve the right, in our sole discretion, to provide refunds, discounts or credits to members on one or more instances without obligation to do so in the future.

**8. Default/ Remedies.** Any membership fee that is declined or cannot be billed to your Payment Method after five (5) days of the due date will be converted to a negative account balance and be subject to a late charge of ten dollars (\$10). It is your responsibility to maintain and keep your Payment Method information up to date. Any payment that remains unpaid for thirty (30) days shall entitle GSF to terminate the membership, to suspend some or all membership privileges, and/or to take other actions permitted by law or in equity. You agree to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred in relation to collecting unpaid membership fees.

**9. Cancellation.** If you wish to cancel your membership, you may do so by submitting a 30 day

cancellation notice in writing by certified mail to P.O. Box 60027 Shoreline, WA 98160, email to [membership@getstrongfirst.com](mailto:membership@getstrongfirst.com), or in person. Cancellation will become effective and your membership will terminate 30 days from the date of submission or postmark (mail). Your membership will remain active and you are responsible for any membership fees in accordance with your billing cycle until the date of termination.

**10. Suspensions/ Freezes.** Membership suspensions (or account freezes) are available if you wish to temporarily suspend membership fees due to sickness, vacation, or other reasons. The membership suspension period must be a minimum of five (5) days and can be no longer than twenty-nine (29) days. You may suspend your membership up to two (2) times per calendar year. You will not receive any membership benefits during the suspension period.

**11. Changes to Terms.** We may change the Terms from time to time. Non-material changes will take effect immediately. If we make material changes, we will notify you by email (at the email address you have provided to us). Material changes will take effect 30 days after such notice. Your continued membership following the posting of these changes will constitute acceptance of such changes.

**12. Contact Information.** Should you wish to contact GSF with any questions, complaints or claims with respect to your membership, email GSF at [membership@getstrongfirst.com](mailto:membership@getstrongfirst.com).

**13. Entire Agreement; Modifications.** These Terms comprise the entire agreement between you and GSF, and supersede any other agreement or discussion, oral or written, with respect to the subject matter of these Terms, and may not be changed except by a written agreement signed in hardcopy form by both parties. There shall be no application of any rule of construction against the drafter as you have had an opportunity to have these Terms reviewed by your counsel.