

SPAM-LOW: Your new agreement

Tue 10/16/2018 6:37 PM

From: Retro Fitness Fairfield

To: sgv@rockwoodpl.com



New Agreement Email

Here is a copy of your agreement for your records.

New Agreement 896217238

Welcome to the Retro Fitness Family! Please see our front desk staff to pick up your key tag and have your photo taken. HC01996

Dear Stephen Vajda:

Welcome to the Retro Fitness Family! Please see our front desk staff to pick up your key tag and have your picture taken.

Member Information

Member Name: Stephen G Vajda

Gender: Male

Address: 11 Rockwood Place

Edgewater, 07020

US

Email: sgv@rockwoodpl.com

Home Phone: (201) 312-7628

Mobile Phone: (201) 312-7628

Sales Person: Adrian Bituin

Campaign: Web

Additional Information

Do you have a heart or lung condition?No

Do you have high blood pressure?No

Have you been advised to avoid physical activity?No

Do you have any conditions we should be aware of?No

Are you pregnant?No

Have you had recent surgery?No

Who referred you?No

Aware of 79dollar Annual FeeYES

Aware of 21 day cancel notice via cert mailYES

Would you like a complimentary Fitness Orientation?Yes

Who is this Membership For?Myself

Due Today Payment Information

Account Holder Name: Stephen Vajda

Credit Card Type: Visa
Credit Card Number: XXXX-XXXX-XXXX-6212
Credit Card Expiration: 06/2023
Account Zip Code: 07020

Member Details

Your Initial Membership Term:	13 months
Your Membership Begins:	10/16/2018
Your Membership Renews:	11/16/2019
Enrollment Fee:	\$19.99 +tax
Processing Fee:	\$29.99 +tax
First Month Dues:	\$19.99 +tax
Down Payment:	\$0.00
Sales Tax:	\$4.64
Total Paid Today:	\$74.61
Remaining Balance (tax incl.):	\$234.41
Annual Maintenance Fee (tax incl.): charged on Dec 1st	\$85.48
<u>Total Payment Obligation:</u>	<u>\$394.50</u>

Recurring Payment Information

Account Holder Name: Stephen Vajda
Credit Card Type: Visa
Credit Card Number: XXXX-XXXX-XXXX-6212
Credit Card Expiration: 06/2023

Recurring Payments

Name	First Due Date	Payments	Frequency
DUES	11/16/2018	11@	\$21.31Monthly

Notes

Retro Fitness® of Fairfield is a franchisee of Retrofitness, LLC. Retrofitness, LLC does not own and/or operate this facility.

OPTIONAL RENEWAL PROGRAM (Monthly Dues Member): Except as otherwise provided herein. You may cancel after expiration of your initial agreement to

upon 21 days notice in advance of your next billing date by: (1) sending a signed and dated written notice of cancellation by registered or certified mail, return receipt requested to ABC Financial Services, Inc., PO Box 6800, Sherwood, AR 72124; OR (2) by sending a signed and dated written notice of cancellation by registered or certified mail, return receipt requested to Retro Fitness® of Fairfield, 410 Route 46 East, Fairfield, NJ 07004; OR (3) by personally delivering a signed and dated written notice to the Club Manager only at Retro Fitness® of Fairfield, 410 Route 46 East, Fairfield, NJ 07004. It is understood that the Club will not increase the monthly dues rate beyond the specified amount below the event. You do not cancel, Your membership will auto renew month-to-month until canceled.

Retro Fitness of Fairfield charges an annual maintenance fee of \$79.99 + tax. This annual fee will be charged on the Fee Date stated in the Fees section above.

Has Your doctor recommended that You not partake in physical activity?

Are You aware of any reason (medical, physical or otherwise) why You should not partake in physical activity?

If You have any problems or questions with any of the equipment or classes in the facility, please ask for assistance at the front counter. If for any reason You feel that You need medical assistance, please make this known to the manager. Personal training instruction is available (inquire at the front desk for details).

Definitions Used In Membership Agreement: As used anywhere in this Membership Agreement: "You," "Your," or "Member" refers to the Member and Parent or Guardian identified in the signature lines below; "Guests" refers to Your Guests and participating Family Members; "Club" refers to Retro Fitness® of Fairfield, 410 Route 46 East, Fairfield, NJ 07004 and "contract" or "Membership Agreement" refer to this Membership Agreement, including the Privileges and Policies.

Parties To This Membership Agreement: You and the Club.

I have read and accept the Notes above.

Terms and Conditions

MEMBERSHIP AGREEMENT PRIVILEGES AND POLICIES

1. NOTICE TO CUSTOMER: YOU ARE ENTITLED TO A COPY OF THIS CONTRACT

THE TIME YOU SIGN IT. YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD OPERATING DAY AFTER RECEIVING A COPY OF THE CONTRACT. IF YOU CHOOSE TO CANCEL THIS CONTRACT, YOU MUST EITHER SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO RETRO FITNESS® OF FAIRFIELD, 410 ROUTE 46 EAST, FAIRFIELD, NJ 07004, OR (2) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO: RETRO FITNESS OF FAIRFIELD, 410 ROUTE 46 EAST, FAIRFIELD, NJ 07004. IF YOU CANCEL THE CONTRACT WITHIN THE THREE-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY. IF THE THIRD OPERATING DAY FALLS ON A SUNDAY OR HOLIDAY, NOTICE IS TIMELY GIVEN IF IT IS MAILED OR DELIVERED AS SPECIFIED IN THIS NOTICE ON THE NEXT OPERATING DAY. REFUNDS MUST BE MADE WITHIN 30 DAYS OF RECEIPT OF THE CANCELLATION NOTICE TO THE HEALTH CLUB. "OPERATING DAY" MEANS ANY CALENDAR DAY ON WHICH PATRONS MAY INSPECT AND USE THE HEALTH CLUB'S FACILITIES AND SERVICES DURING A PERIOD OF AT LEAST EIGHT HOURS, EXCEPT HOLIDAYS AND SUNDAYS.

2. This contract is subject to cancellation by notice sent by registered or certified mail, return receipt requested, or personally delivered, to the Retro Fitness® of Fairfield, 410 Route 46 East, Fairfield, NJ 07004 specified in the contract upon the Member's death or permanent disability, if the permanent disability is fully described and confirmed to the Club by a physician. In a cancellation under this paragraph 2, the Club may retain the portion of the total contract price representing the services used plus reimbursement for expenses incurred in an amount not to exceed 10% of the total contract price. This contract is subject to cancellation by notice sent by registered or certified mail, return receipt requested, or personally delivered, to Retro Fitness® of Fairfield, 410 Route 46 East, Fairfield, NJ 07004 upon the Member's change

of permanent residence to a location more than 25 miles from the Club or an affiliated health Club offering the same or similar services and facilities at no additional expense to the Member. In a cancellation under this paragraph 2, the Club may require proof of the new permanent residence and may retain a prorated share of the total contract price based upon the date notice was received plus reimbursement for expenses incurred in an amount not to exceed

10% of the total contract price.

3. If the Club's facility is closed for a period longer than 30 days through no fault of the Member, the Member is entitled to either extend the contract for a period equal to that during which the facility is closed or to receive a prorated refund of the amount paid by the Member under contract.

4. A default occurs when any payment due under this contract is more than ten days past due. Should any monthly payment become more than ten days past due, You will be charged a late fee of \$9.50. If the Club is unable to obtain payment via EFT, You may receive a coupon and Your current monthly dues may increase by \$20.00 plus tax if applicable.

5. This Club maintains a bond or other security with the director of the Division of Consumer Affairs to protect buyers of these contracts who are damaged or suffer any loss by reason of breach of contract or bankruptcy by the Club. In the event that You suffer any loss by reason of breach of contract or bankruptcy by the Club, please contact: Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer, Regulated Business Section, P.O. Box 45028, Newark, New Jersey 07101, (973) 504-6370.

6. This contract does not obligate the Member for more than three years from the date the contract is signed by the Member. You are not obligated to renew this contract after the initial Membership term, and You may cancel as set forth herein.

7. At any time during the continuance of this contract, the Club shall have the right to sell, assign, transfer, and set over this contract with all its right, title, and interest therein, to any person, firm, or corporation, or other business entity, without Your consent, and the assignee thereof shall acquire all the rights granted to the Club and shall be subject to any obligations that the Club may have under this contract. You shall not assign this contract in whole or in part without the written consent of the Club. The Club's facilities, equipment, policies, Agreement terms, and services may be added, changed, subject to additional costs, rescheduled or discontinued in whole or in part from time to time, at the sole discretion of the Club, with or without notice.

8. A Member requesting a freeze on a monthly dues payment due to a medical injury deemed to be a "disability" as herein provided, must submit a written doctor's notice. A Membership freeze will become effective upon the next billing date. A Member who freezes or her Membership is not entitled to use other Club amenities, such as saunas and whirlpools during the Membership freeze. There are no retroactive refunds on monthly dues for medical injuries. A medical freeze may not be greater than 90 days without presentation of an updated written doctor's note. A freeze runs billing date to billing date.

9. Upon entering the Club, You and Your Guests are required to check in at our front desk before using any Club facilities, and must present a valid driver's license, Membership identification number, barcode or keytag. The Club reserves the right to remove any articles left in a locker overnight and shall not be liable for locker contents. You are urged to avoid bringing valuables into the facility. The Club, its agents, representatives, employees, Members, stockholders,

directors, and officers (collectively the "Club Parties") shall not be liable for the loss, the damage to Your or Your Guest's personal property and You agree to hold the Club Parties harmless from any and all liability, claims, lawsuits or damages associated with the loss, the damage to Your personal property or that of Your Guests. Members who are not wearing appropriate attire will be asked to leave. The Club prohibits jeans, work boots, non-rubber soled shoes, khaki pants and shorts, and swimming trunks. Behavior deemed inappropriate will be just cause for termination of Membership privileges with no refund. A usage fee will be charged for the following activities: tanning booths and other specified activities and facilities as may be posted or unless otherwise noted.

10. The Club offers the following types of Membership: **Basic** permits use of the Club facilities; **Basic Plus** includes the Basic Membership plus classes; **Standard** includes the Basic Membership and, where offered and subject to Club schedules and legal limits as posted, unlimited aerobic classes, child sitting, tanning, and hydro-massage/recovery room access; **Team** includes the Basic and Standard Memberships and, where offered and subject to Club schedules, unlimited Team training sessions of up to twenty-five (25) Members; **Strong** includes Basic, Standard and Team Memberships and, where offered and subject to Club schedules, unlimited Strong training sessions of up to four (4) Members; **One** includes Basic, Standard, Team and Strong Memberships, and twelve (12) 30 minute one-on-one personal training sessions per month. Unused One personal training sessions may not be carried over to the following month.

Should your fitness consultant not be available for any reason, a substitute fitness consultant will be provided. Members may reschedule a fitness consultant session upon 24 hours' notice provided to Retro Fitness® of Fairfield, 410 Route 46 East, Fairfield, NJ 07004. Any missed sessions will be credited against the Member's monthly total.

11. Retrofitness, LLC and the Club do not own or control Heart Rate Monitor Devices.

questions, comments, or concerns should be directed to the manufacturer per the De packaging.

12. The Club urges all Members and Guests to obtain a physical examination from t physicians prior to the use of any exercise equipment or attendance in any exercise clas recognition of the possible dangers connected with any physical activity, You hereby knowi and voluntarily waive any right or cause of action of any kind whatsoever arising as the re of such activity from which any liability may occur to the Club Parties. You hereby warrant represent that You have no disability, impairment or ailment preventing You from engagin any form of exercise or activity that will be detrimental to Your health or safety.

13. You expressly consent to receive collections and other communications from or on be of the Club via, for example, and not limited to, telephone, mobile phone, text messag email, mail or any other medium as it may become available. You further expressly cons to receive autodialed and pre-recorded telemarketing calls from or on behalf of the Clu the telephone number provided in this contract, and any that You may subsequently prov including Your mobile phone number. You expressly consent to the Club posting any an pictures or videos that You may be in on social media. You understand that consent is n condition of purchase. This provision shall survive expiration and termination of the Agreem

14. WAIVER AND RELEASE OF LIABILITY. YOU HEREBY WAIVE, RELEASE A DISCHARGE ANY AND ALL CLAIMS OR RIGHTS THAT YOU MAY OTHERW HAVE TO SUE THE CLUB PARTIES FOR ANY INJURY, INCLUDING ANY INJU ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF THE CLUB, ANY LO OF PROPERTY OR PROPERTY DAMAGE. YOU ACKNOWLEDGE AND AGREE TH A WAIVER AND RELEASE PROVIDED BY A SINGLE CLUB LOCATION SHALL HA EQUAL FORCE AND EFFECT AS A WAIVER, RELEASE AND DISCHARGE OF A AND ALL CLAIMS FOR INJURY, LOSS OF PROPERTY OR PROPERTY DAMA YOU SUSTAIN AT THE CLUB, OR ANY OTHER RETRO FITNESS® CLUB LOCATI IN THE STATE OF NEW JERSEY. You have read and fully understand this Wai and Release of Liability. You understand that You have given up substantial rights signing it, understand that this release cannot be modified orally, and You are f aware of this Waiver and Release of Liability's legal consequences as a full rele of liability for Injury, loss of property and/or property damage. You acknowledge agree to be bound by this Waiver and Release of Liability freely and voluntarily with any inducement, assurance, or guarantee being made to You by the Club and/or person or entity on its behalf. You intend that Your signature operate as a comp and unconditional release of all liability to the greatest extent allowed by the law of State of New Jersey.

15. BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. DISPUTE. As us in this contract, "Dispute" means any dispute, claim, demand, action, proceeding, or ot controversy between You and the Club concerning this contract, whether based in contr warranty, tort (including, without limitation, fraud, misrepresentation, fraudulent induceme concealment, omission, negligence, conversion, trespass, strict liability, and product liabili

statute (including, without limitation, consumer protection and unfair competition statute, regulation, ordinance, or any other legal or equitable basis or theory. "Dispute" will be given broadest possible meaning allowable under law. **INFORMAL NEGOTIATION OF DISPUTE.** You and the Club agree to attempt in good faith to resolve any Dispute before commencing arbitration. Unless You and the Club otherwise agree in writing, the time for informal negotiation will be 60 days from the date on which You or the Club mails a notice of the Dispute ("Notice of Dispute") as specified below. You and the Club agree that neither will commence arbitration before the end of the time for informal negotiation. **NOTICE OF DISPUTE.** If You give a Notice of Dispute to the Club, You must send by certified mail to the Club at 410 Route 46 East, Fairfield, NJ 07004 a written statement setting forth (a) Your name, and contact information; (b) the facts giving rise to the Dispute, and (c) the relief You seek.

BINDING ARBITRATION. You and the Club agree that in the event the any Dispute is resolved by informal negotiation as set forth above, any effort to resolve the Dispute will be conducted exclusively by binding arbitration. You understand and acknowledge that by agreeing to binding arbitration, You are giving up the right to litigate (or participate in as a party or class member) all Disputes in court before a judge or jury. Instead, You understand and agree that all Disputes will be resolved before a neutral arbitrator, whose award (decision) will be binding and final, except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award. **CLASS ACTION WAIVER.** You and the Club agree that any proceedings to resolve or litigate any dispute, whether in arbitration

in court, or otherwise, will be conducted solely on an individual basis, and that neither You nor the Club will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which You or the Club acts or proposes to act in a representative capacity. You and the Club further agree that no arbitration or proceeding will be joined, consolidated, or combined with another arbitration

or proceeding without the prior written consent of You, the Club, and all parties to any arbitration or proceeding.

16. This contract shall be governed by the laws of the State of New Jersey. The Superior Court of the State of New Jersey shall have jurisdiction over any dispute which arises under contract, and You submit and hereby consent to such court's exercise of jurisdiction. In successful action by the facility to enforce this contract, the Club shall be entitled to recover its reasonable attorney's fees and expenses incurred in such action.

By signing, You hereby affirm that You have read, understand, and agree to all the terms and conditions set forth in this Membership Agreement. You acknowledge that this Membership Agreement represents the entire Agreement between You and the Club.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20549.



REQUEST FOR PREAUTHORIZED PAYMENT
(IF PAYING BY CHECK PLEASE ATTACH A VOID OR BLANK CHECK)

I, the Account Holder, authorize ABC Financial Services, Inc. (the "Company"), P.O. Box 6800, Sherwood, AR 72174, 1-888-827-9262, to make electronic funds transfers ("EFT") from the account identified below or as subsequently provided to the Company (the "Account"), for all amounts due under my Membership Agreement (the "Membership Agreement") with Retro Fitness of Fairfield (the "Club"), and request that the Company draw items (checks, EFT, charge card) from my Account for the purpose of making all payments and \$9.50 late fees due under my Membership Agreement with the Club.

This Request for Preauthorized Payment (the "Authorization") is subject to the following terms and conditions which you acknowledge and agree to by signing below:

1. This Authorization shall apply to the Account Holder ("You" or "Your"). You are entering into this Authorization with the Company to facilitate payment under Your separate Membership Agreement with the Club.
2. The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
3. The items shall be drawn on or about the date or dates set forth in the Membership Agreement. The transactions on Your bank, debit or credit card statement shall constitute receipts for payment on Your Account.
4. If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this Authorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.
5. One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time electronic fund transfer from Your Account, or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your Account as soon as today's date, the date executed below.

6. If any payment is not paid upon presentation to your bank or credit/debit card company, You authorize the Company to make a one-time EFT from Your Account to collect a fee of \$19.50.

7. Right to Stop Payment: You may stop payment of the preauthorized EFT due under the Membership Agreement by: (a) notifying Your financial institution orally or in writing at least 3 business days before the scheduled payment; (b) cancelling Your Membership Agreement in accordance with the cancellation terms and conditions set forth therein; or (c) calling the Company at 1-888-827-9262 in time for the Company to receive Your stop payment request 3 business days or more before the payment is scheduled to be made. If You call the Company to cancel a scheduled payment, the Company may also require You to provide the Company with a written request within 14 business days after Your oral request is submitted.

8. You acknowledge Your awareness that certain disclosures that may be required by the Electronic Fund Transfer Act and its regulations are available for Your review at the Company's website: www.abcfinancial.com, under "Terms and Conditions."

9. You affirm and acknowledge that Your mailing address, phone number, cellular telephone number, and e-mail address set forth in the Membership Agreement are accurate and were provided voluntarily. You hereby expressly consent to receive collection and other communications from the Company via, for example, and not limited to, telephone, mobile phone, text messaging, email, mail or any other medium as it may become available. You further expressly consent to receive autodialed and pre-recorded calls, including telemarketing calls from the Company at the telephone number provided in the Membership Agreement, and any that You may subsequently provide to the Company or the Club, including Your mobile phone number, if applicable. This provision shall survive the termination of the Authorization and/or the Membership Agreement.

10. This Authorization shall be governed by the laws of the State of New Jersey.

11. You acknowledge that You have received a copy of this Authorization on the date executed below, and that the payment obligations set forth in the Membership Agreement accurately and completely represent Your payment obligations to the Club.

ABC FINANCIAL • ADDRESS PO BOX 6800 SHERWOOD AR 72124 • PHONE NUMBER 1-888-827-9262 • WEBSITE ABCFINANCIAL.COM

I have read and accept the Terms and Conditions above.



Go Retro!

Our mailing address is:

Retro Fitness Fairfield

410 Route 46 East

Fairfield, NJ 07004

Phone: **(973) 808-5558**

Email: retrofitnessfairfieldnj@gmail.com

