



8 Thomas Dr. • Westbrook, ME 04092 • Tel: (207) 773-7774 • Club # 6017
 145 Marginal Way • Portland, ME 04101 • Tel: (207) 879-2200 • Club # 0072
 264 Civic Center Dr., Ste. 2 • Augusta, ME 04330 • Tel: (207) 623-0023 • Club # 0102
 251 US-1 • Falmouth, ME 04105 • Tel: (207) 536-7710 • Club # 4657
 75 Maverick St, Rockland ME, 04841 • Tel: (207) 418-3111 • Club # 2458
 www.planetfitness.com

MEMBERSHIP AGREEMENT

DATE 11/29/2019 CLUB # 72 MEMBERSHIP # 007210765 EXPIRATION _____

Name JOHN R CHOUHARI T-shirt Size: _____ Date of Birth 09/10/1990

Address 24 ROWE AVE City PORTLAND State ME Zip 04102

HomePhone (207) 319-2644 WorkPhone/Cell _____

Email Address johnchoud@gmail.com Referring Member _____

Membership Type BCM How did you hear about us? _____

Have you been a member of a gym before? _____ Club Access: Black Card Reciprocal Access

Membership Fees: \$0.00 \$0.00 \$0.00 \$0.00

START-UP	PRORATE	PREPAY (TERM)	TOTAL

- Your Monthly Membership Fee will be billed to the account below on or around the 17th beginning on 12/17/2019 for \$ \$22.99 per month plus applicable taxes until you cancel in accordance with this agreement.
- This membership has a 12 month minimum term (minimum term not to exceed 12 months).
- If you have a minimum monthly term, your account below will be billed for a minimum of 12 months and will continue on a month-to-month basis at the monthly rate above until you cancel in accordance with the terms of this agreement.
- Your Monthly Membership Fee is guaranteed so long as you remain a member in good standing including payment of all monthly dues and your Annual Membership Fee.
- An Annual Membership Fee will be billed to your account below on or around the 1st beginning on 06/01/2020 for \$ \$39.00 plus applicable taxes and will continue to be billed on or around the anniversary of that date each year thereafter until you cancel in accordance with the terms of this agreement.
- To cancel your monthly membership and stop the billing of the Monthly Membership Fee on or around the 17th of the month, the club must receive written notification delivered to the club by the 10th of the month either in person or preferably via certified mail to the club address listed above. Please note it may take up to seven (7) business days for any membership or billing changes to take effect. In order to cancel your membership prior to the billing of the Annual Membership Fee, the club requires written notice delivered as described above no later than the 25th of the month before such billing. The Annual Membership Fee is fully earned when received and is non-refundable.
- If your monthly membership has a minimum term, and you wish to cancel your membership before the end of the term for reasons other than those listed in Section 10 of this agreement, a \$58 buyout fee is required.
- If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership-related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified mail to the address listed above.
- If your credit or debit card expires, you authorize us to obtain a new expiration date from the card issuer, if we choose to do so, and/or to continue billing the card in accordance with the terms of this agreement (whether or not we have obtained a new expiration date).
- In accordance with applicable law, if our first attempt to collect any fee under this Agreement is unsuccessful, we may make additional attempts to collect from any/all payment methods you provide us, and a service fee of up to \$25 or the maximum amount allowed by law may be applied for each instance we submit or re-submit such payment request and it is returned uncollectable for any reason including, but not limited to, insufficient funds, expired or cancelled payment cards, overdrafts and closed accounts. We are not liable for any fees charged by your financial institution in the event a payment request is returned as uncollectable.
- Cancellation & Billing Policies:** I have read and understand the cancellation rights and billing policies on the front and back of this agreement. e-signed _____ (member initials)

PAYMENT AUTHORIZATION	PRIMARY PAYMENT ACCOUNT	ALTERNATIVE PAYMENT ACCOUNT
	NAME ON ACCOUNT: _____ Current billing on file	NAME ON ACCOUNT: _____
	BANK/CREDIT CARD #: _____ Current billing on file	CREDIT CARD #: _____
	ROUTING #: _____ EXPIRATION DATE: _____	EXPIRATION DATE: _____

By initiating below and signing this agreement, I authorize GCP Portland LLC, GCP Westbrook LLC, GCP Augusta LLC, GCP Falmouth and GCP Rockland LLC d/b/a Planet Fitness® ("Planet Fitness" "us" or "we") (a franchisee of Planet Fitness Franchising LLC) to assign, affiliate and other parties authorized by Planet Fitness including, but not limited to, Planet Fitness Franchising LLC, its parents, subsidiaries and affiliates and payment processing companies (collectively, "PF Corporate") to store the Primary Payment Account and any Alternative Payment Account information provided by me on or in relation to this agreement and/or my Planet Fitness membership, as well as any other account or card information provided by me through any means to Planet Fitness or PF Corporate (including information provided in person, online or over the phone) for purposes of making any payment in relation to this agreement and/or my Planet Fitness membership (hereinafter, "Payment Information"). I authorize PF Corporate to initiate transfers from the Primary Payment Account designated above for the purpose of billing all or a portion of the recurring Monthly Membership Fee I owe to Planet Fitness on or around the 17th of each month and the Annual Membership Fee on or around the date indicated above until all of my obligations are paid under this agreement. I understand that my obligation under this agreement includes the Monthly Membership Fee, Annual Membership Fee, service fees for uncollectable monthly dues, applicable taxes, charges and any other unpaid fees or dues that are or will become due. I also understand that the Alternative Payment Account designated above may be used by Planet Fitness and PF Corporate to bill for any purchases and incidental charges that I may make, including retail transactions and/or online purchases initiated by me. If at any time Planet Fitness or PF Corporate is unable to successfully bill the Primary Payment Account for any fee or other obligation mentioned above, I further agree that Planet Fitness or PF Corporate may re-submit the fee to the Primary Payment Account and/or bill the Alternative Payment Account for any fee or obligation (including service charges), or any portion thereof. I agree that transfers of partial payments of an overdue balance are authorized by me under this agreement. I agree that Planet Fitness and PF Corporate may also use the stored Payment Information to process payments owed in relation to all subsequent agreements entered into between me and Planet Fitness. If my membership will automatically renew at the end of a term set forth in this agreement, the stored payment information will be used to process payments owed in relation to the renewal term. This authorization to store and use Payment Information will not expire unless it is expressly revoked by me. I understand that the amounts debited from my account may vary each month based on additional amounts owed to Planet Fitness in accordance with the terms of this agreement. I confirm that I am authorized under the terms of the applicable agreement with my financial institution to use the accounts designated above for the purchase of goods and services from Planet Fitness and agree to comply with my financial institution's requirements at all times while this authorization is in effect. The general cancellation and refund policies set out in this agreement will apply to this authorization. If any changes are made to the terms of this authorization, I understand that an email notifying me of such changes will be sent to the e-mail address provided by me on the first page of this agreement or, if an e-mail is not provided, that notice will be sent to the mailing address provided on the first page of this agreement.

e-signed _____ (Member Signature) _____

Cosigner Authorization & Waiver

☐ **Parent/Guardian:** Planet Fitness does not accept members under the age of 13. In exchange for Planet Fitness allowing my minor child who is 13 years or older to purchase a membership, I agree to the Release of Liability and Assumption of Risk clauses in this agreement and I agree to defend, indemnify and hold harmless Planet Fitness and PF Corporate to the fullest extent permitted by law for any claim brought by my minor child against Planet Fitness and/or PF Corporate. I also promise to pay any financial obligation that my minor child does not pay for any reason and acknowledge that the payment information provided above is my account. I understand and agree that if my minor child is under the age of 15, he or she must be accompanied by a parent or guardian at all times while at any Planet Fitness facility.

☐ **Financial Cosigner:** I promise to pay any financial obligation that the member does not pay for any reason and acknowledge that the payment account information provided above correctly identify my accounts. I also agree to defend, indemnify and hold harmless Planet Fitness and PF Corporate to the fullest extent permitted by law for any claim brought against Planet Fitness and/or PF Corporate by the member.

Name: _____ Address: _____ Phone: _____ Authorized Signature e-signed _____

RELEASE OF LIABILITY INDEMNIFICATION ASSUMPTION OF RISK CLUB RULES BUYER'S NOTICE & RIGHT TO CANCEL

I understand and expressly agree that my use of this Planet Fitness facility involves the risk of injury to me or my guest whether caused by me or not. I understand that these risks are inherent in physical activity and my use of the facilities and can range from minor injuries to major injuries, including death. In consideration of my participation in the activities and use of the facilities, exercise equipment and services offered by Planet Fitness and such use by my guests, if applicable, I understand and voluntarily accept full responsibility on my behalf and on my guest's behalf for the risk of injury or loss arising out of or related to my use or my guest's use of the facilities including, without limitation, exercise equipment, tanning, massage beds/chairs, and participation in PE@PF® or other exercise programs or use of other services, equipment and/or programs offered to members. I further agree that Planet Fitness, PF Corporate, their respective affiliated companies, parents, subsidiaries and the officers, directors, shareholders, employees, managers, members, agents and independent contractors of such entities will not be liable for any injury including, without limitation, personal, bodily, or mental injury, disability, death, economic loss or any damage to me, my spouse or domestic partner, guests, unborn child, heirs, or relatives resulting from the negligent conduct or omission of Planet Fitness, PF Corporate, or anyone acting on their behalf, whether related to exercise or not. Accordingly, to the fullest extent permitted by law, I do hereby forever release, waive and discharge Planet Fitness and PF Corporate from any and all claims, demands, injuries, damages, actions or causes of action related to my use or my guest's use of the facility (collectively, "Claims") against Planet Fitness, PF Corporate, or anyone acting on their behalf, and hereby agree to defend, indemnify and hold harmless Planet Fitness and PF Corporate from and against any such Claims, including Claims made by my guests. I further understand and acknowledge that neither Planet Fitness nor PF Corporate manufactures fitness or other equipment or products available in its facilities and therefore Planet Fitness and PF Corporate will not be held liable for defective equipment or products.

I understand I am not obligated to sign this agreement and should not do so if there are any unfilled blanks. I understand my right of cancellation and the billing and refund policies. I understand my release of liability, assumption of risk and agreement to indemnify, defend and hold harmless and I have been given the opportunity to review and ask questions related to my use of the facilities, exercise equipment, tanning, massage beds/chairs and other equipment, as well as my participation in exercise programs or other services and/or programs offered to members. I agree to comply with Planet Fitness' membership policies and club rules that may be communicated to me from time to time, whether in writing, electronically, through club signage or verbally. Planet Fitness may, in its sole discretion, modify any policy or club rule at any time and from time to time without advance notice. Planet Fitness reserves the right, in its sole discretion, to refund the pro-rated cost of unused services and terminate my membership immediately for violation of any membership policy or club rule. By signing below, I acknowledge and agree to all of the terms contained on the front and back of this agreement.

e-signed _____ 11/29/2019 e-signed _____ 11/29/2019

Member's Signature _____ Date _____ Planet Fitness Authorized Signature _____ Date _____

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT AND IT IS COMPLETELY FILLED OUT.

CUSTOMER'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS CONTRACT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS CONTRACT, IN EACH CASE TO THE ADDRESS FOR THE CLUB SET FORTH AT THE TOP OF THE FIRST PAGE.

READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING.

1. Parties

Planet Fitness (as previously defined) and you agree that by signing this agreement, you are purchasing a membership or services and agree to all the terms contained in this agreement. The terms "you" and "Planet Fitness" include heirs, estates, agents, representatives, officers, directors, shareholders, managers, members, successors, affiliates, parents, subsidiaries and employees. Both parties make this agreement on behalf of, and it binds, all these included persons and entities. It is your responsibility to notify Planet Fitness of any change in your mailing address, billing information or contact information.

2. Representations

A) Physical Condition & No Medical Advice: You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of Planet Fitness' facilities. You acknowledge that Planet Fitness did not give you medical advice before you joined, and cannot give you medical advice after you join. We do not give members advice relating to their physical condition or ability to use the facilities, so if you have any health or medical concerns now or after you join, please discuss them with your doctor before using the facilities.

B) Liability for Property: Neither Planet Fitness nor PF Corporate (as previously defined) is liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around Planet Fitness's premises including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to Planet Fitness' facilities, you are liable to Planet Fitness for its cost of repair or replacement.

C) Entire Agreement & Enforcement: You acknowledge that neither Planet Fitness, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement or applicable rider. This document and any applicable rider contains the entire agreement between you and Planet Fitness and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Planet Fitness does not enforce any right in this agreement for any reason, Planet Fitness does not waive its right to enforce it later. This agreement and all physical or electronic copies hereof will be deemed to be valid and authentic and you intend and agree that such copies will be given the same legal effect as the original signed agreement.

3. Membership

A) General: Your membership permits you to use Planet Fitness' premises, facilities, equipment and services and your dues are in exchange for such access whether you use the facilities or not. Your membership is subject to all current company policies, rules, terms, conditions and limitations including, but not limited to, PF Black Card® benefit rules, transferability rules, guest privilege rules, and dress code. Your membership gives you no rights in Planet Fitness, PF Corporate, its management, ownership, property or operation. Planet Fitness may assign or transfer your membership in its sole discretion. You have no right to assign your membership or this agreement. Planet Fitness can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, benefits or facilities is valid only at your home club, unless otherwise provided by Planet Fitness in a signed writing.

B) Group Fitness Instruction (PE@PF®): Planet Fitness may offer pre-scheduled group fitness instruction from time to time. The number of participants in group sessions may be limited. Group sessions will be made available either on an appointment basis or on a "first come, first served" basis. These classes are strictly informational and instructional in nature and not intended as personal training.

C) PF Black Card Reciprocal Access: If you purchase a PF Black Card Membership, there are additional rules and limitations governing reciprocal access, including the requirement to sign in at any visiting (non-home club) location. Reciprocal access is limited to 10 visits per month to a visiting location. Additional fees may apply if you exceed 10 visits to the same visiting club in a month. Each time you visit a club outside of the country in which your home club is located, an additional fee may apply.

D) PF Black Card Guest Privileges and Other Benefits: PF Black Card members may bring one guest per day for free to any location. All guests must be 18 years old or at least 13 years old if accompanied by a parent/guardian and must sign a guest registry. Adult guests must present photo identification when signing in. The PF Black Card member must accompany the guest and remain on the premises during the entire visit. PF Black Card guests are not entitled to use tanning or any other PF Black Card benefit or amenity. PF Black Card members must be 18 years old to use the tanning facilities. Tanning may be further restricted by your state and/or local laws, ordinances and regulations, which include, among other things. You agree to abide by all such tanning restrictions.

E) Transfer of Location: If you are a monthly member, you can transfer your membership from your home club to another club in the same country provided you are current on your monthly dues and have been a member for at least ninety (90) days. Prepaid memberships are not transferable. A transfer fee may apply, your new club may require you to submit a new written membership agreement with them, and such transfer must be acknowledged in writing by your original club and your new club.

F) Membership Freeze: Your membership can be frozen for verified medical reasons only at time of illness, injury or medical condition. Your freeze will be limited to the time indicated as necessary by your physician, up to a maximum of three (3) months. Your monthly dues will be automatically reinstated at the end of your freeze and billed to the account on file with Planet Fitness unless you cancel your membership or you are approved for a longer freeze. Please note that you will still be billed for your Annual Membership Fee when it is due, even if your account is frozen.

G) Non-Discrimination: It is the policy of Planet Fitness not to discriminate against any person on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation, age or disability.

H) Changes to Membership Agreement: Planet Fitness may, from time to time, make changes to this agreement, other than to your guaranteed Monthly Membership Fee. Such revisions will be effective immediately, provided, however, such revisions shall, unless otherwise stated, be effective thirty (30) days after notice. Your continued use of Planet Fitness' facilities and/or services shall constitute acceptance of these changes.

I) Privacy: Planet Fitness and PF Corporate collect, use and disclose certain personal information of members in accordance with their Privacy Policies, which are available free of charge upon request. The PF Corporate Privacy Policy is available at www.PlanetFitness.com. Please review the Privacy Policy before signing this agreement as it contains important information relating to your personal information. Either may contact you from time to time by telephone, email, text message or other means with information and offers related to your membership which may be of interest to you. If you do not wish to receive such messages, you can opt out at any time.

J) Dispute Resolution: In the unlikely event that Planet Fitness and/or PF Corporate is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), we each agree to resolve such disputes through binding arbitration or small claims court rather than a court of general jurisdiction. For simplicity and fairness, arbitration will be conducted on an individual basis in accordance with the American Arbitration Association's rules for consumer arbitration. By signing this agreement, you acknowledge and agree that you, Planet Fitness, and PF Corporate are each waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. This Dispute Resolution provision shall apply to this contract unless, within thirty (30) days of signing this contract, you notify Planet Fitness in writing that you reject this provision. Such notification must be made in writing delivered to the club address listed on the first page. Rejection of this provision shall have no effect on the remaining provisions of this contract.

4. Rules & Regulations

You agree to follow Planet Fitness' membership policies and club rules. Planet Fitness may, in its sole discretion, modify the policies and any club rule without notice at any time. Club rules vary by location and all signs posted in a club or on the premises and any verbal communication from Planet Fitness shall be considered a part of the club rules. Planet Fitness reserves the right, in its sole discretion, to terminate your membership at any time, effective immediately, for violation of any membership policy or club rule.

5. Dress Code

Planet Fitness strives to provide a safe and comfortable environment for all members. As such, Planet Fitness management and staff may enforce, and you agree to abide by, a dress code in all areas of the club. Clothing that may be perceived as intimidating, revealing or offensive, as well as clothing that may present a safety hazard or damage equipment, is not allowed.

6. Account Information Notifications

Planet Fitness may contact you via telephone, email, text message or other means from time to time for the purpose of notifying you of issues related to your membership or billing information or for automatic payment processing issues. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive, at any address or phone number provided to us membership and billing-related communications from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act. Data and usage charges may apply.

7. Facilities & Services

Planet Fitness reserves the right at any time to remove, discontinue, repair and/or replace the equipment available to members without any effect on this agreement. Planet Fitness also reserves the right to make changes to the type or quantity of equipment, programs or services offered members and to alter the hours of operation in Planet Fitness' sole discretion. You acknowledge that the equipment, programs and services available at any given facility are subject to change from time to time and are offered on a "first come first serve basis."

Planet Fitness regularly closes on a temporary basis its facilities (or portions of its facilities) for maintenance, on a temporary basis and also closes on selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable. If your home club is permanently closed, moved or sold, Planet Fitness reserves the right to assign and transfer your membership to another club within eight (8) miles of your home club, in accordance with your rights under applicable law as set forth in Section 10 below.

8. Tanning Policies/Recommendations/Warnings/Waiver

In order to use Planet Fitness tanning facilities you must: (i) be at least 18 years of age; (ii) may not have or be aware of any medical condition or any other reason that would prohibit you from tanning; (iii) not tan for more than the maximum allowable time posted on the unbed used to tan; When using the Planet Fitness tanning facilities, we recommend: (i) sensible, moderate and responsible exposure to ultraviolet radiation ("UVR"); (ii) that you avoid over-exposure to UVR; (iii) you do not tan outdoors on days you are tanning indoors; (iv) you do not tan if you have a sunburn; (v) you do not tan more often than every other day; and (vi) you remove contact lenses before tanning. By executing this Agreement, you are confirming that you have read and understand the following risks associated with tanning: (i) as with natural sunlight, overexposure can cause eye and skin injury and allergic reactions; (ii) repeated overexposure may cause photo aging of the skin, dryness, wrinkling and (sometimes fatal) skin cancer; and (iii) failure to wear protective eye care may result in severe burns or long term injury to your eyes. I understand and have been given adequate warning as to the health risks associated with tanning, I understand those risks and agree to tan at Planet Fitness at my own risk. Moreover, I hereby waive my right to make a claim for any reason whatsoever against Planet Fitness arising out of or related to, directly or indirectly, my tanning at Planet Fitness.

9. Dues, Fees, Charges & Taxes

A) Payment Authorization: You have full control over the payment authorization and can stop it at any time by notifying Planet Fitness as set forth on the front page of this agreement. You are responsible for notifying your bank or credit card company of any error that appears on your statement in a timely manner. Stopping a particular payment authorization does not change your liability for the amount owed. You must notify Planet Fitness within sixty (60) days of a claimed error on your statement.

B) Charges & Taxes: Planet Fitness has the right to add to your prepaid dues or to your monthly dues any applicable tax imposed by the government as well as any utility charges or surcharges related to the facility.

10. Cancellation Rights (Buyer's Rights)

You or your estate may also cancel this contract for any of the following reasons: (a) if upon a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months, (b) in case of your death, (c) if the health club services to be provided under this contract are not available because the operator fails to open the planned health club or location that you signed up for, permanently discontinues operation of a health club or location that you signed up for, or substantially changes the operation of a health club or location that you signed up for, (d) if you move either your residence or your place of employment more than twenty-five miles from the health club operated by the seller and from any substantially similar health club which will accept the seller's obligation under the contract, or (e) for any reason provided by the laws of the State of Maine.

11. Limitation of Liability

Unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental, consequential or punitive damages, even if one party told the other party that they might suffer these damages.