



Membership Enrollment Agreement

SIHAM FITNESS INCORPORATED dba The Fit and The Fab

First Name	Last Name	D.O.B.	
Address	City	State	ZIP
Cell Number	Home Number	E-Mail	

MEMBERSHIP TYPE

Monthly Memberships: Payment Online : <https://www.thefitandthefab.com/sign-up-for-personalized-classes.html#/>

Virtual Live: \$29.99* Studio \$ 69.99 Family up to 4 members*: \$ 99.99 One Month Pass: \$39.99 Kids Class: \$ 69.99

One Session: \$10 Personal Training Women: \$300

Buyer authorizes Siham Fitness Inc dba The Fit and The Fab and/or their assignee, to collect payment online or using the debit the card number identified below for the down payment, merchandise, monthly installments, any late fees, and any other charges owing by me under this Agreement.

Last 4 Digits Of Credit Card Number	Expiration Date	Billing Zip Code
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I have read this Agreement and understand that once it is signed by me it is a legally binding and enforceable obligation and I agree to comply with all the provisions, terms and conditions in this Agreement, including without limitation those set forth on Page 2. I understand I may cancel the Agreement, in accordance with the Cancellation Policies and Procedures below by emailing administration@thefitandthefab.com.

I acknowledge I have received a copy of this Agreement.

CANCELLATION/FREEZE POLICIES AND PROCEDURES

- ¥ **Right to Rescission** - Buyer may rescind this Agreement at any time prior to midnight three (3) business days after the date this Agreement is signed by Buyer below. Notice of cancellation must be in writing in an email to membership@thefitandthefab.com which states Buyer is canceling this Agreement, or words of the similar effect to Siham Fitness Inc dba The Fit and The Fab.
- ¥ **Injury, Permanent Disability or Death** - Member may extend the term of the Agreement at no additional cost for a period of time equal to the duration of an injury which precludes Member from using The Fit and The Fab services and facilities for six (6) weeks to six (6) months and the injury is verified in writing by a physician. A physician must verify the injury in writing before it can be considered. If death or permanent disability occurs to Member, this Agreement shall be terminated and the Buyer or Buyer's estate shall be relieved from the obligation of making payment for services other than those received prior to death or the onset of the permanent disability. If Buyer has prepaid any sum for services, The Fit and The Fab will refund unused prepaid monthly dues on a pro rata basis as a result of any Agreement termination. A permanent disability means a condition which physically precludes Member from using The Fit and The Fab's facilities for over six (6) months and the condition is verified in writing by a physician. Member must obtain our Medical Verification Form (MVF) and have it filled out by a medical physician and presented to The Fit and The Fab in order for The Fit and The Fab to consider an injury or a permanent disability.
- ¥ **Cancellation** - Once the three business day window to rescind this Agreement passes, all payments must be made as agreed herein and Member must give thirty (30) days' notice to The Fit and The Fab to cancel this Agreement and such notice must occur by email to membership@thefitandthefab.com. All payments due within the 30day notice period will be collected by The Fit and The Fab. Member acknowledges that any request to cancel this Agreement in person (at The Fit and The Fab's location), via telephone, via social media, or via other methods do not qualify as a notice to cancel. Once notice is received via email and acknowledged by The Fit and The Fab, Member will have the right to cancel this Agreement as long as Buyer: (1) is current on his/her payments owed to The Fit and The Fab, and (2) pays any amounts due within the 30 day notice period. For any membership "Paid in Full", at the completion of your term, your membership will automatically renew on a month by month basis at \$29.99 (for Virtual classes or Studio access \$69.99; or for kids classes; or \$99 for Family Package) per month.
- ¥ **Freeze Policy** - A member has the ability to freeze their membership for a minimum of 30 days to a maximum of 60 days. The member is only allowed to freeze their account up to 2x per year. For every 30 days the membership is frozen, the member will be charged a maintenance fee of \$5 on the same billing date as their monthly installments.

TERMS AND CONDITIONS

- MEMBER FITNESS** - By signing this Agreement, Member represents to The Fit and The Fab that he/she has had an opportunity to observe and receive information about the classes and programs selected by Member prior to signing this Agreement and that he/she is physically and mentally fit to take classes and programs offered by the Fit and The Fab or any other classes and programs selected by Member.
- UNAVAILABILITY** - If The Fit and The Fab or its facilities are substantially unavailable for use due to damage or loss by fire, accident, act of God or any other cause outside The Fit and The Fab's control, Member's program will be extended for a period of time to equal the time of loss of availability, but no refund or credit will be due to Member.
- LIABILITY WAIVER AND RELEASE** - Member agrees that strict observation of the rules and regulations relative to training, including the use of protective equipment (e.g. boxing gloves), is required and that the use of facilities and Member's presence at The Fit and The Fab are at Member's sole risk. Member understands and agrees that fitness exercises and/or martial arts training may involve defensive and offensive skills and training which include violent and sudden movements and that in connection with any training and instruction sessions, there will be physical contact between instructors and Members and between and among the participants themselves and that such contact may result in personal injury despite the best intentions and following adequate precautions. Member hereby agrees to accept and assume any and all risks of injury, death or property damage as a result of its presence at The Fit and The Fab, whether caused by The Fit and The Fab's negligence or otherwise. To the fullest extent permitted by applicable law, Member hereby expressly and irrevocably waives, as against all Authorized Persons (defined herein), all legal and equitable rights relating to all losses, damages, liabilities, claims, actions, suits, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, demands, including but not limited to claims of defamation, invasion of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known, arising directly or indirectly from, any use of the facilities, classes, programs or services of The Fit and The Fab or any other activities at The Fit and The Fab or the Authorized Persons' exercise of any of their rights under this Agreement.
- CLASSES / CONTACT** - Scheduling and content of classes and programs and furnishing of facilities and instructors are at The Fit and The Fab's sole discretion and may be changed from time-to-time upon notice by The Fit and The Fab. The Fit and The Fab agrees to furnish Member with qualified instructors to teach and supervise classes and programs. Member understands that during the course of instruction, instructors, authorized personnel and/or other participants may engage in a course of conduct requiring physical contact with Member. Each Member gives full consent to such contact as is required by the classes and programs.
- HOLIDAYS** - Member understands that classes may not be held on national holidays, or other times as directed by The Fit and The Fab at its sole discretion.
- COMPLIANCE WITH LAWS AND REGULATIONS** - All rights, performance and obligations The Fit and The Fab and Member under this Agreement are subject to all applicable federal, state and local laws, statutes, rules and regulations. When in conflict with this Agreement, the contents of such laws, statutes, rules and regulations shall be deemed to expressly modify this Agreement and this Agreement shall be deemed reworded to incorporate such text as may be necessary in order to make this Agreement in compliance therewith. The Fit and The Fab and Member agree to continue to be bound under the modified Agreement including such text and further agree that no other modifications shall be deemed made to the Agreement.
- ACCEPTANCE OF MEMBER** - Upon acceptance as a Member at The Fit and The Fab, Member agrees to comply with all additional terms, conditions and rules of The Fit and The Fab. The Fit and The Fab reserves the right to immediately suspend or terminate Member from participation in any classes or programs or enjoyment of rights under this Agreement for failure to comply with this Agreement or any such terms, conditions and/or, rules. Such suspension or termination shall not entitle Buyer to a refund or credit for any payments, fees and charges already paid or cancel any unpaid balance due.
- NON-USE** - The failure or inability of Member to use the facilities, classes or services of The Fit and The Fab for any reason, will neither relieve nor suspend Buyer's obligation to timely make all payments required under this Agreement, nor entitle Buyer to a refund or credit of any kind.
- NO REFUNDS** - We do not offer refunds for any reason.
- USE OF IMAGE/PUBLICITY** - By entering into The Fit and The Fab's facility and/or participating in any class or service, Member hereby irrevocably provides The Fit and The Fab and its officers, directors, members, employees, advisors, consultants and agents (collectively, "Representatives"), and its affiliates, franchisors, franchisor entities, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the Representatives of each and all of them (collectively, "Authorized Persons"), a non-exclusive, royalty-free, perpetual, sub-licenseable, worldwide, license to display, publicly perform, transmit, reproduce, edit, adapt, create derivative works from, exploit, sell or otherwise use, and permit others to use Member's name, image, likeness, appearance, voice, professional and personal information and personal data, and all materials created by or on behalf of Authorized Persons that incorporate any of the foregoing in perpetuity in any medium or format whatsoever now existing or hereafter created, including but not limited to, in print, electronic media, the internet and social media, for any purpose, including but not limited to advertising, publicity, and promotion of the Authorized Persons and their businesses, products, and services, without further consent from or compensation to Member.
- DEFAULT** - Any failure by Buyer to timely pay an amount owed under this Agreement shall constitute a default hereunder. If Buyer so defaults, The Fit and The Fab reserves the right to immediately cancel this Agreement and refuse Member access to The Fit and The Fab's facility and any of The Fit and The Fab services. Buyer also agrees to pay all collection and attorney fees resulting in the collection of money owed on this Agreement. Buyer understands if he/she has an unpaid balance and do not make satisfactory payment arrangements, Buyer's account may be placed with an external collection agency. Buyer will be responsible for reimbursement of any fees incurred from the collection agency, including all costs and expenses incurred collecting the balance due, including reasonable attorney's fees incurred. Buyer acknowledges that delinquent accounts may be reported to credit reporting agencies.
- COLLECTIONS** - In order for the Company or their designated external collection agency to service Buyer's account, and where not prohibited by applicable law, Buyer agrees the Company and the designated external collection agency are authorized to: (i) contact Buyer by telephone at the telephone number(s) provided, including wireless telephone numbers, which could result in charges to Buyer, (ii) contact Buyer by sending text messages (message and data rates may apply) or emails, using any email address Buyer provides, and (iii) use methods of contact that may include using pre-recorded/artificial voice message and/or use of an automatic dialing device, as applicable.
- GENERAL TERMS** - If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. Any waiver or delay by The Fit and The Fab or its assignee in enforcing any right under this Agreement will not be a waiver or release thereof. This Agreement is binding on and inures to Member's benefit and the benefit of The Fit and The Fab's and Member's respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any conflict of law provision. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Middlesex County, New Jersey and/or the federal courts located in Middlesex County, New Jersey and Member hereby consents to the exclusive jurisdiction of such courts.

I _____ have read, understood and acknowledge the content of this agreement and hereby agree to enroll in the membership selected above on this _____ day of _____, 2020.

Signature:

Date: