

**Your total payment obligation for health spa services to be received pursuant to the contract is \$. Please see below for more details.**

# 9ROUND FITNESS

2487 S Gilbert Road, Suite 115 Gilbert, Arizona  
85295  
(480) 899-4066

DATE: Nov 29, 2020  
RECURRING DUES  
MEMBERSHIP AGREEMENT  
(ARIZONA)



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. 20580.

## PARTIES TO THE AGREEMENT

**CLUB INFORMATION:** W9 Gilbert LLC d/b/a 9ROUND ("9ROUND," "Company," "we," "our" or "us"), and its successors and assigns

**CLUB OF ENROLLMENT:** 9Round Gilbert, AZ - Gilbert Rd 2487 S Gilbert Road, Suite 115 Gilbert, Arizona 85295

### MEMBER INFORMATION:

Member Name: ("Member," "you" or "your")      Email:

Address:

Birth Date:      Gender:

Home #:      Cell #:      Work #:

**BUYER INFORMATION:** (if different from Member; the Buyer is the person paying for services) ("Buyer")

## SUMMARY OF TERMS AND ACCOUNT CHARGES

### RECURRING DUES MEMBERSHIP BASICS

- With this membership, we will provide you access to our 9ROUND online workouts. Once our Club reopens, if you have not canceled your membership, you will receive access to the Club for no additional membership dues for one month and one free pair of hand wraps.
- As a recurring dues member, you are agreeing to pay for your 9ROUND membership on a recurring dues basis.
- You have a month-to-month membership ("M2M"). You may cancel your M2M membership at any time with a 3-day advance written notice.
- Your recurring dues billing will begin on 2020-11-29 and will continue on the same day each month thereafter until you properly cancel per the terms of this Agreement.
- You expressly authorize 9ROUND, or its third-party billing services provider, to draft your account each month for any dues, fees or other charges.

# TERMS OF YOUR RECURRING DUES MEMBERSHIP

# PAYMENT SCHEDULE

Membership to begin on	Nov 29, 2020
Monthly Dues Amount (including taxes)	\$30.00
Recurring Dues Term (in months) (*subject to auto- renewal)	2*
Enrollment Fee	
Sales Tax Rate	7.8
<b>TOTAL DUE NOW TO START</b>	<b>\$32.34</b>

## OTHER CHARGES/FEES\* (other charges/fees may apply)

Membership Key FOB	First FOB: Free Replacement FOBs: \$5 each
Late Charge	\$20 per late payment
Returned Item Fee (e.g., bounced check; payment returned for insufficient funds)	\$25 per returned item

## CONSENT TO AUTO-RENEWAL (All references to "I" or "me" in this section shall refer to you)

**M2M MEMBER:** I understand that my membership will continue to renew monthly until I properly cancel, that proper cancellation requires me to provide 9ROUND with a 3-day advance written notice of cancellation, and that I will be expected to pay all dues, fees and charges associated with my.

**TERM MEMBER:** I understand that my Agreement is for a fixed initial term and that, unless I provide 9ROUND with a written notice of cancellation at least 3 days prior to the end of my initial term, my membership will automatically roll over to a month-to-month agreement cancellable at any time by me with a 3-day advance written notice. Once in auto-renewal, also called 'Evergreen Status,' I consent to continue paying 9ROUND dues in the amount of \$ per month, subject to the terms of this Agreement.

**Buyer's Acceptance:** (electronic signature) **3.237.66.86** **Date Signed and Accepted:** **Nov 29, 2020**

## AUTHORIZATION FOR PREAUTHORIZED PAYMENTS (All references to "I" or "me" in this section shall refer to you)

By signing below, I am authorizing ClubReady, LLC ("ClubReady"), a third-party billing company located at 333 Ozark Trail Dr., Ste. 50, St. Louis, MO 63011, to initiate transfers, whether by EFT or ACH transfer, from the designated bank account tied to this Agreement for purposes of paying, on a recurring basis, all or a portion of the dues, fees and charges which I owe under the Agreement. I understand and agree that: (a) dues, fees and charges include, but may not be limited to, enrollment fees, membership dues, service charges, late fees, applicable taxes, and/or fees for uncollected monthly

dues; (b) ClubReady may transfer funds from my designated account for any retail transactions or online purchases initiated by me; (c) dues, fees and charges will be drawn on or about the dates set forth in the Payment Schedule; (d) this preauthorization will remain in effect until all of my payment obligations under the Agreement have been satisfied; (e) charges may appear in my bank statement under the prefix "CLR" followed by my club's name, phone number and state; (f) debited amounts may vary each month based on additional amounts which I may owe under this Agreement, and that while I am entitled to receive notice at least 10 days before being charged, by signing this authorization, I am choosing instead to get notice only when the amount due would differ by more than \$50.00 from my most recent payment; (g) billing inquiries can be directed to ClubReady at 1 (800) 405-4818. I expressly authorize ClubReady, and any of its subsidiaries or affiliates, to contact me regarding any matter related to the billing of my account, whether by phone, email or SMS text communication (please note SMS text charges may apply).

**Buyer's Acceptance:** (electronic signature) 3.237.66.86 **Date Signed and Accepted:** Nov 29, 2020

## BUYER'S RIGHTS IN ARIZONA

### NOTICE TO CUSTOMER

**You are entitled to a copy of this contract at 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 this contract. If you choose to cancel this contract, you must either:**

- 1. Send a signed and dated written notice of cancellation by certified mail, return receipt requested; or**
- 2. Personally deliver a signed and dated written notice of cancellation to  
9Round Gilbert, AZ - Gilbert Rd  
2487 S Gilbert Road, Suite 115 Gilbert, Arizona 85295**

**If you cancel this 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 thirty operating days of receipt of the cancellation notice by the health spa.**

**"Operating day" means any calendar day on which patrons may inspect and use the facilities and services of the health spa during a period of at least eight hours.**

**MAXIMUM TERM.** Services to be rendered under this Agreement shall not exceed a maximum term of 3 years from the date you sign the Agreement.

## CANCELLATION TERMS

**CANCELLATION RIGHTS.** After expiration of the 3-day cancellation period above, you may cancel this Agreement only if you qualify as follows:

**(a) You die or become permanently disabled.** This contract is subject to cancellation by notice sent by certified mail, return receipt requested, or personally delivered to 9Round Gilbert, AZ - Gilbert Rd 2487 S Gilbert Road, Suite 115 Gilbert, Arizona 85295 upon your death or permanent disability.

**(b) You change your permanent residence.** This contract is subject to cancellation by notice sent by certified mail, return receipt requested, or personally delivered, to 9Round Gilbert, AZ - Gilbert Rd 2487 S Gilbert Road, Suite 115 Gilbert, Arizona 85295 upon your change of permanent residence to a location

more than twenty-five miles from 9Round Gilbert, AZ - Gilbert Rd 2487 S Gilbert Road, Suite 115 Gilbert, Arizona 85295 or an affiliated health spa offering the same or similar services and facilities at no additional expense to the customer.

**(c) You become obligated for military service.** This contract is subject to cancellation or suspension by notice sent by certified mail, return receipt requested, or personally delivered, to the address of the health spa specified in the contract if you are a member of the United States military, including a member of the national guard or a reserve unit, and are serving on federal active duty and deployed outside this state. The request for cancellation or suspension must be made by you or the your legally designated representative, must include a copy of your official military orders or a written verification from your commanding officer and must be made within ninety days after you receive notice of serving on federal active duty and deployment outside this state. If the contract is suspended for this reason, we will not charge any fees to reinstate the contract and will maintain the original payment obligations set forth in the original contract. A contract that is suspended for this reason is subject to cancellation two years after the date of suspension if you fail to reinstate the contract.

In a cancellation under parts (a), (b), or (c) above, 9ROUND may retain the portion of the total contract price representing the services used plus reimbursement for the expenses incurred in an amount not to exceed twenty-five per cent of the total contract price.

**TERMINATION OF RECURRING DUES MEMBERSHIP.** If you are a M2M member, you may terminate this Agreement at any time by providing 9ROUND with a 3-day advance written notice. There is no early termination fee for a M2M membership. If you are a Term member, unless you rescind or cancel your membership as stated in this Agreement, then your membership cannot be cancelled until the expiration of your fixed initial term. To avoid rolling over into auto-renewal, you must provide 9ROUND with written notice of cancellation at least 3 days in advance of the expiration of the initial term. If your membership auto-renews, you may cancel at any time without penalty by providing 9ROUND with a 3-day advance written notice. Whether you are a M2M or Term member, once 9ROUND receives your written notice of cancellation, your membership will remain active until the expiration of your then-current billing cycle.

**REFUNDS.** Any refund due, if any, will be paid to you within the time period prescribed by state law.

**NOTICE.** Unless this Agreement states otherwise as to a specific type of notice, all notices under this Agreement must be in writing and delivered in person to the club, or mailed by certified or registered mail to 9Round Gilbert, AZ - Gilbert Rd 2487 S Gilbert Road, Suite 115 Gilbert, Arizona 85295.

## RELEASE OF LIABILITY; ASSUMPTION OF RISK; INDEMNITY

**USING THIS FACILITY OWNED BY W9 Gilbert LLC D/B/A 9ROUND, OR ANY OTHER 9ROUND FACILITY, INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST(S), WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY 9ROUND, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE W9 Gilbert LLC, AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, FRANCHISORS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM ALL LIABILITY FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING**

FROM YOUR USE OF 9ROUND, INCLUDING ANY INJURY RELATING TO THE ORDINARY NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING 9ROUND FACILITIES, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO PARTICIPATE IN 9ROUND ACTIVITIES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS AGAINST ANY LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE CAUSED BY YOUR NEGLIGENCE OR OTHER ACTS OR OMISSIONS. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE BROUGHT BY YOU, YOUR GUESTS, OR MINORS, EVEN IF THE RELEASEES WERE NEGLIGENT. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND 9ROUND ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS.

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT 9ROUND.

## DISPUTE RESOLUTION (U.S.)

Mediation, Arbitration, and Waiver of Jury Trial. You and 9Round agree that any dispute with 9Round (including its officers, directors, employees, and agents, as well as its franchisor), other than a claim for personal injury, or a claim brought in small claims court, will be resolved exclusively as follows:

- First, through informal discussions with 9Round;
- If those discussions are unsuccessful, by non-binding mediation;
- If that mediation is unsuccessful, by binding arbitration.
- You understand and agree that you are waiving your right to a jury trial.
- The arbitration will take place before a single arbitrator in a location at or near your club of enrollment, and under the then-current and applicable American Arbitration Association (“AAA”) rules ([www.adr.org/Rules](http://www.adr.org/Rules)).
- Arbitration costs will be borne by 9Round in an amount as fairly determined by the arbitrator.

Class and Representative Action Waiver. You and 9Round further agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You also agree not to participate in claims brought in a private attorney general (“PAGA”) or representative capacity, or consolidated claims involving another person’s account if 9Round is a party to that proceeding.

Opt-Out. If you do not wish to be bound by these dispute resolution provisions, you may opt out by delivering a written notice via mail or in person to 9Round at 9Round Gilbert, AZ - Gilbert Rd 2487 S Gilbert Road, Suite 115 Gilbert, Arizona 85295, or via email to [GilbertRdGilbertAZ@9round.com](mailto:GilbertRdGilbertAZ@9round.com) within 30 days after the day you sign this agreement.

Severability. If any provisions of this dispute resolution section are deemed unenforceable,

those provisions shall be considered omitted and the remaining portions of this dispute resolution section shall remain valid and enforceable.

## GENERAL PROVISIONS

**MEDICAL CONDITIONS. BEFORE USING 9ROUND'S SERVICES OR FACILITIES, YOU REPRESENT THAT YOU ARE IN GOOD HEALTH AND HAVE NO DISABILITY, IMPAIRMENT, INJURY, DISEASE, OR AILMENT, PREVENTING YOU FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE OR WHICH COULD CAUSE INCREASED RISK OF INJURY OR ADVERSE HEALTH CONSEQUENCES AS A RESULT OF EXERCISE. YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE 9ROUND FACILITY AND SHALL INDEMNIFY 9ROUND, ITS AFFILIATES, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL DAMAGES ARISING OUT OF YOUR USE OF THE FACILITIES.**

**PROOF OF MEMBERSHIP.** You will receive one membership key fob (the "Membership Fob") from 9ROUND and must present it to the reception desk personnel each time you enter a 9ROUND facility. Lost Membership Fobs will be replaced for a fee of \$5, which may be adjusted from time to time. The Membership Fob must be replaced if lost. Membership privileges are limited to the person in whose name the Membership Fob is issued. Improper use of the membership will result in confiscation of the Membership Fob and can result in immediate revocation of your membership. If you wish to use 9ROUND's facilities without your Membership Fob, you will be required to provide proof of identity (e.g., valid driver's license).

**CUSTOMER SERVICE.** Any questions about this Agreement or issues with your membership can be directed to a 9ROUND manager at 9Round Gilbert, AZ - Gilbert Rd 2487 S Gilbert Road, Suite 115 Gilbert, Arizona 85295, or call (480) 899-4066.

**NO HEALTH WARRANTIES.** 9ROUND makes no claims as to medical results that can or may be obtained through use of any 9ROUND facility. 9ROUND has neither suggested nor will it suggest any medical treatment to any of its members; only licensed medical professionals are qualified to give medical advice. You are instructed not to act on the advice given by any 9ROUND employee, unless such advice has been verified by your licensed professional physician.

**CHANGE IN MEMBERSHIP OR BILLING INFORMATION.** You must promptly notify 9ROUND in writing of any changes in your billing information, address or telephone number. You expressly permit 9ROUND, or its authorized billing company, to obtain such updated information through payment card networks, card issuers or other third parties.

**DRESS CODE.** Proper athletic attire and footwear is required. 9ROUND reserves the right to make the final determination in its sole discretion with regard to appropriate attire and footwear.

**SMOKING.** Smoking (including e-cigarettes, chewing tobacco, vapor pens) is prohibited at all times in all 9ROUND facilities.

**LOSS OF PROPERTY.** You and guests are encouraged not to bring valuables onto the premises of a 9ROUND facility. 9ROUND shall not be liable for the disappearance, loss, theft, or damage to personal property, including, among other things, money, jewelry, negotiable securities, and other items left by you or your guests.

**HAND-WRAPS/GLOVES.** Loaner gloves will be provided free of charge for your trial period only. Once you become a member, you are required to use 9ROUND-branded hand-wraps and gloves. For safety and sanitary reasons, no member will be allowed to work out without the required 9ROUND hand-wraps and gloves.

**DESCRIPTION OF SERVICES; HOURS OF ACCESS.** This Agreement entitles you to online workouts and to access the 9ROUND facilities and services during normal business hours, which will be posted at each

9ROUND location. 9ROUND reserves the right to revise its list of available equipment and services at any time for any reason; 9ROUND equipment may include light weights, kettle bells, jump ropes, punching bags and medicine balls. A 9ROUND workout involves a member transitioning between nine different exercise stations in a circuit-type format. Each station exercise lasts three minutes, followed by a 30-second transition and rest period. A bell will sound each time a member should transition to the next exercise station. Specific exercises and/or equipment at each circuit station are subject to change. 9ROUND does not offer individual or group "training classes," although a 9ROUND trainer (employee) will be present at all times during normal business hours to offer encouragement and instruction when necessary. All 9ROUND workouts are subject to exercise station availability. Members should participate in only one 9ROUND circuit per visit.

**MINIMUM AGE REQUIREMENT.** The minimum age for 9ROUND membership is ten (10) years old. Minors under the age of eighteen (18) are required to obtain the consent of a parent or legal guardian, who must sign this Agreement and remain responsible for all fees and other charges. Minors under the age of fifteen (15) must have a parent or legal guardian present at all times during the 9ROUND workout.

**IMAGE USE.** You understand that while on 9ROUND premises, your, or your minor child's image (including live or recorded video images), may be used or shown on the 9ROUND website or social media outlets (Facebook, Instagram, YouTube, etc.), and that by entering the premises you consent to the use of these images.

**NON-DISCRIMINATION.** 9ROUND represents that it will not discriminate against any person because of sex, race, creed, age, color, origin, sexual orientation, or ancestry in considering applications for memberships.

**MEMBERSHIP TERMINATION.** We reserve the right to terminate your membership for any reason not expressly prohibited by law. In the event of termination, we will notify you in person or send you a written notice of termination to your address on file, and refund you any unused prepaid dues.

**ENTIRE AGREEMENT.** Verbal agreements with a 9ROUND employee will not be accepted as valid. Only this Agreement, and all rules and regulations of 9ROUND, as revised from time to time, constitute the entire and exclusive agreement between you and 9ROUND, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase.

**INVALID PROVISIONS.** If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will be valid and enforceable.

**GOVERNING LAW.** This Agreement shall be interpreted under the laws of the State in which you execute this Agreement.

**LIMITED LIABILITY.** Unless prohibited by state law, any award by a court or arbitrator is limited to actual compensatory damages. Neither a court nor an arbitrator can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

**CONSENT TO CONTACT.** By signing below, you are giving 9ROUND and its authorized vendors express written consent to contact you at the wireless number provided for any matter related to your account, including collection of monies owed, alerts and/or notices regarding your purchased services, and promotions that may be of interest to you. You acknowledge that calls or text messages sent to your mobile phone device may be generated using an autodialing system, and that standard text rates apply. Your consent is not a condition of purchase. You may revoke your consent at any time.

## **I AGREE TO THE TERMS OF THIS AGREEMENT**

**Buyer's Acceptance:** (electronic signature) 3.237.66.86 **Date Signed and Accepted:** Nov 29, 2020

## **COSIGNER** (ONLY NEEDED IF MEMBER IS A MINOR OR THERE WILL BE A FINANCIAL CO-SIGNER ON THE ACCOUNT)

**PARENT/GUARDIAN.** On behalf of my minor child and myself, I agree to all of the provisions of this Agreement, including the provision titled "Release of Liability; Assumption of Risk; Indemnity." I promise to pay any financial obligation that my minor child does not pay for any reason. I understand that my obligations can only end if the Member/guardian properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

**FINANCIAL COSIGNER.** I promise to pay any financial obligation that the Member/Buyer does not pay for any reason. I also agree to indemnify 9ROUND to the fullest extent permitted by law for any claim brought against 9ROUND by the Member (or Buyer, if different from Member). I understand that my obligations can only end if the Member/Buyer properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

**Cosigner/Parent/Guardian Acceptance:** (electronic signature) **3.237.66.86** **Date Signed and Accepted:** **Nov 29, 2020**