

9ROUND FITNESS 6071 Chandler Court Westerville, Ohio 43082 (614) 392-2788 <i>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.</i>	<b>DATE: Apr 19, 2024</b> <b>RECURRING DUES MEMBERSHIP AGREEMENT (OHIO)</b>
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## PARTIES TO THE AGREEMENT

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

**CLUB OF ENROLLMENT:** 9Round Westerville, OH - Chandler Ct6071 Chandler Court Westerville, Ohio 43082

## 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

- As a recurring dues member, you are agreeing to pay for your 9ROUND membership on a recurring dues basis.
- If your recurring dues membership is for a term of one (1) month or less, then you have a month-to-month membership ("M2M"). You may cancel your M2M membership at any time with a 30-day advance written notice.
- If your recurring dues membership is for a term greater than one (1) month, then you have a fixed term membership ("Term"). Term memberships are subject to auto-renewal, and, with limited exception, may not be cancelled during the initial term (see additional terms below).
- Your recurring dues billing will begin on 2024-04-19 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	Apr 19, 2024
Monthly Dues Amount (including taxes)	\$19.99
Recurring Dues Term (in months) (*subject to auto-renewal)	1*
Enrollment Fee	\$0
Sales Tax Rate	7
<b>TOTAL DUE NOW TO START</b>	<b>\$21.39</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 30-day advance written notice of cancellation, and that I will be expected to pay all dues, fees and charges associated with my account.

**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 30 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 30-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) 3.15.147.215 **Date Signed and Accepted** Apr 19, 2024

**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).

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**BUYER'S RIGHTS IN OHIO**

**MATERIAL OF A PERSONAL OR PRIVATE NATURE.** All information or material of a personal or private nature that is acquired by 9ROUND directly or indirectly from you, including but not limited to, answers to tests or questionnaires, photographs, or background information, shall be returned by 9ROUND to you by regular mail within 30 days after the expiration of the Agreement or after the expiration for any reason of the service to be rendered by 9ROUND.

**PERFORMANCE.** Performance of the contract will begin no later than 180 days from the date the Agreement is entered into.

**PRESALE.** You shall not be required to pay more than \$50.00, or 10% of the total Agreement price, whichever is the lesser amount, prior to the date on which the facility or service that is the subject of the Agreement is available for use by you.

**MAXIMUM TERM.** The term of this Agreement shall not have a duration in excess of three years.

**CANCELLATION TERMS**

**CANCELLATION OF PREPAID ENTERTAINMENT CONTRACTS.** You have the right to cancel a prepaid entertainment contract until midnight of the third business day after the date on which the first service under the contract is available, and if the facility or service that is the subject of the contract is not available at the time that you sign the contract, you have until midnight of the seventh business day after the date on which the first service under the contract is available to cancel the contract. Cancellation is evidenced by your giving written notice of cancellation to 9ROUND at the address of any facility available for use by you under the contract, that 9ROUND location's electronic mail address, or that 9ROUND location's facsimile number. You shall deliver the notice by manual delivery, personal delivery, or by certified mail delivery, return receipt requested, electronic mail, or facsimile transmission. Notice of cancellation by certified mail delivery shall be effective upon the date of post marking. Electronic mail delivery is effective when the electronic mail is sent to the 9ROUND location's electronic mail address. Facsimile delivery is effective when the facsimile is sent to the 9ROUND location's facsimile number and the you have received confirmation of the facsimile transmission. Manual delivery or personal delivery is effective when delivered to the 9ROUND available for your use or to that 9ROUND location's address, whichever comes first. Notice of cancellation need not take a particular form and is sufficient if it indicates, by any form of written expression, your intention not to be bound by the contract. Notice of your right to cancel must appear on all notes or other evidence of indebtedness given pursuant to any prepaid entertainment contract.

In addition to the above, you may cancel this Agreement if you qualify as follows:

**(a) You die or become disabled.** If by reason of death or disability, you are unable to receive benefits from 9ROUND's services, the Agreement shall be proportionally divided by all of the days in which the facility was made available to you as part of the contract offering, and you shall be liable for payments only for that portion of the contract that can be attributed to the period prior to your actual death or disability, exclusive of any period of time in which the facility was made available to you free of charge as part of the contract offering, and 9ROUND, within 30 days after receiving notice of the death or disability, shall return to you or your representative the amount paid in excess of the proportional amount.

**(b) You relocate.** If you relocate 25 miles or more from the 9ROUND facility, or a substantially similar facility that would accept 9ROUND's obligation under the Agreement, and if you give 9ROUND written notice that you intend to relocate and request that the Agreement be terminated, the Agreement shall be proportionally divided by all of the days in which the facility was made available to you as part of the contract offering, and you shall be liable for payments for only that portion of the contract that can be attributed to the period prior to your actual relocation, exclusive of any period of time in which the facility was made available to you free of charge as part of the contract offering, provided, that 9ROUND may require and verify reasonable evidence of relocation, and 9ROUND shall return to you the amount paid in excess of the proportional amount.

**(c) The 9ROUND where you signed up for services closes or relocates.** If 9ROUND relocates the facility 25 miles or more from your residence, or closes the facility and a substantially similar facility that would accept 9ROUND's obligation under the contract is not within 25 miles of your residence, the Agreement shall be proportionally divided by all of the days in which the facility was made available to you as part of the contract offering, and you shall be liable for payments for only that portion of the contract that can be attributed to the period prior to 9ROUND's actual relocation or closing of the facility, exclusive of any period of time in which the facility was made available to you free of charge as part of the contract offering, and 9ROUND shall return to you the amount paid in excess of the proportional amount.

**TERMINATION OF RECURRING DUES MEMBERSHIP.** If you are a M2M member, you may terminate this Agreement at any time by providing 9ROUND with a 30-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 30 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 30-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.

**CONFLICTING TERMS.** The provisions in this Buyer's Rights section and/or any applicable state law will be deemed to control if they conflict with another provision in the Agreement.

**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 sent by certified mail, return receipt requested, or by personal delivery to 9Round Westerville, OH - Chandler Ct 6071 Chandler Court Westerville, Ohio 43082.

#### **RELEASE OF LIABILITY; ASSUMPTION OF RISK; INDEMNITY**

**USING THIS FACILITY OWNED BY ALK Fitness 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 ALK Fitness 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 ([adr.org/Rules](https://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 Westerville, OH - Chandler Ct 6071 Chandler Court Westerville, Ohio 43082, or via email to ChandlerCtWestervilleOH@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 Westerville, OH - Chandler Ct6071 Chandler Court Westerville, Ohio 43082, or call (614) 392-2788.

**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 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) 3.15.147.215 **Date Signed and Accepted** Apr 19, 2024

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#### **9ROUND FITNESS**

6071 Chandler Court Westerville, Ohio 43082

(614) 392-2788

**CLUB INFORMATION:** ALK Fitness LLC d/b/a 9ROUND

**CLUB OF ENROLLMENT (Facility Available for Use):** 9Round Westerville, OH - Chandler Ct6071 Chandler Court Westerville, Ohio 43082 ChandlerCtWestervilleOH@9round.com

**MEMBER INFORMATION:**

Member Name: Email:

*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.*

ATTACH TWO COMPLETED COPIES TO CONTRACT

**CLUB INFORMATION:** ALK Fitness LLC d/b/a 9ROUND

**CLUB OF ENROLLMENT (Facility Available for Use):** 9Round Westerville, OH - Chandler Ct6071 Chandler Court Westerville, Ohio 43082 ChandlerCtWestervilleOH@9round.com

**MEMBER INFORMATION:**

Member Name: Email:

Address:

Home #: