



75 US Route 1 Bypass

Kittery, ME 03904

PAYMENT AUTHORIZATION

Billing for Monthly Dues. This agreement authorizes Coastal Fitness to bill your bank account or credit card for monthly dues and your yearly due (CC EFT, reauthorized check or credit card charge). Your account will be billed monthly on or about the date of your payment schedule.

If a check, draft, or order of payment of money on an bank or any depository submitted by you to Seller as payment is not honored by the bank, then Seller may add a fee of (\$20.00) Twenty dollars or 5% of the face amount of the check, draft or order, whichever is greater, to the unpaid balance under the contract unless the check, draft, or order is made good within (10) ten days after Seller gives you written notice of the bank's dishonor.

*We are not responsible for notifying you of late payments, or any default proceedings.

*We will apply all payments received to pay the installments (including late charges) in the order in which they are scheduled to be paid.

ADDITIONAL TERMS AND CONDITIONS

1. Cancellation of monthly membership is to be in person or by certified mail to Coastal Fitness at the address above and must be received by the 20th of the month.

Cancellations by phone, fax or email will not be accepted.

2. Monthly memberships may be frozen on or before the 20th of the month for a fee of ten dollars (\$10.00) per month.
3. Prepaid membership options and annual membership fee is absolutely nontransferable, unassignable, nonrefundable and can not be frozen for any length of time.
4. Coastal Fitness reserves the right to discontinue any program at any time.
5. I realize and understand my rights of not signing if there are any unfilled blanks, my rights of cancellation and refund policies as listed in the contract. I further realize that I

must obey the rules of Coastal Fitness and that Coastal Fitness has reserved the right to refund the prorated cost of any unused services and remove me from Coastal Fitness at any time that my actions violate the rules of Coastal Fitness.

6. Ages 11-13 are allowed to sign up for a Coastal Fitness membership as long as they are accompanied by their parent or guardian who also have a Coastal Membership, at all times. Ages 14-17 must have a parent or guardian sign their membership agreement or day pass waiver.
7. You agree to pay an extra charge for damage arising from any careless use of equipment or dropping of weights, etc...caused by you.
8. The Club, the corporation owning the club, and the agents and employees of both shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of any member.
9. Invalid Provision: If any part of this contract is found to be invalid or unenforceable, the remainder of the contract will be valid and enforceable.
10. Attorney Fees, collection Fees and Court Costs: if your failure to pay any one or more of the installments due under the contract terms results in Seller's retaining an attorney or Collection Agency for collection proceedings, you shall pay ant attorney fees, court costs and/or collection agency fees allowed by law.

RELEASE AGREEMENT

I have read and understand and voluntarily sign the Release and Indemnity Agreement as it appears above, and I have received a copy of the CONTRACT and release agreement. This constitutes the entire agreement between Coastal Fitness and the member.

I authorize Coastal Fitness to use my likeness in photograph/video in any and all of its publications including but not limited to call Coastal Fitness print and digital publications.

It is expressly agreed that all exercise shall be undertaken by me at my sole personal risk and that Coastal Fitness, its owners, employees, and agents shall not be liable to me for any claims, demands, actions or causes of action whatsoever, to my or property arising out of our connected with the use by me of the service and facilities of Coastal Fitness.

I do hereby expressly forever release and discharge Coastal Fitness from all such claims, demands, injuries, damages, actions ro causes of action and will indemnify Coastal Fitness, its agents or employees against any damages and costs including legal fees from any such claims.

Membership Signature

Parent or Guardian of member that is 17 yrs or younger: