

## **Cancellation:**

Members wishing to cancel after the initial term of their membership is complete, shall notify On The Move Fitness LLC in writing by certified or registered mail, thirty (30) days prior to the desired cancellation date of the current membership. In the even a member rejoining On The Move Fitness LLC he/she will resume regular monthly payments.

A provision that any notice of intent to cancel by the buyer shall be given in writing to the health studio. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subjugated or assigned the consumer's contract. If the health studio wishes to enforce such a contract after receipt such showing, it may request the department to determine the sufficiency of the showing.

A provision for cancellation and refund of the contract if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles from the business location designated in such contract and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles of the business location designated in such a contract at no additional cost to the buyer.

A provision that if the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises.

Upon sale for not more than 14 consecutive days; or

During ownerships, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A provision in the disclosure statement advising the buyer to contact the Florida Department of Agriculture and Consumer Services for information within 60 days should the health studio go out of business.

## **Membership**

The classification of membership, the amount of dues payable by the members of each class, the amount of admission, the suspension or expulsion of members, and all other matters affecting or relating to the members or membership shall be and remain under the complete control of On The Move Fitness LLC and its management. Any person of good character and legal age is eligible for membership at On The Move Fitness LLC Membership shall not be denied on the basis of race, color, creed, religion, or national origin, nor shall any aspect of such matters ever be made a condition of membership. Types of membership may be changed at any time by the management of On The Move Fitness LLC.

## **Suspension and Expulsion**

All rights and privileges of any member who is in arrears in his/her account to On The Move Fitness LLC for thirty (30) days or more may be suspended by On The Move Fitness LLC without notice until such accounts are paid in full. The membership of any member may be cancelled by On The Move Fitness LLC or suspended for any period of time in the event of the violation of any policy or rules or regulations of On The Move Fitness LLC, or any conduct which, in the opinion of the management of On The Fitness LLC, is prejudicial to the welfare, good order, and character of On The Move Fitness LLC and its membership. In the event of a suspension or expulsion, the member shall not be relieved of his/her liability to pay in full the fees and dues required to be paid hereunder.

## **Health Warranty**

The member warrants and represents that the member, or any family member or guest entitled to use the facilities of On The Move Fitness LLC under the terms of this membership, has not disability, impairment, or ailment preventing such person from engaging in active or passive exercise or that would be detrimental or inimical to such person's health, safety, or physical condition, or to the safety or health of other members of On The Move Fitness LLC if such person does engage or participate in such exercise. The member acknowledges and agrees (1) that On The Fitness LLC will rely on the foregoing warranty in issuing this membership; (2) that On The Move Fitness LLC shall have no obligation to perform fitness assessment or similar testing to determine that member's physical condition; (3) that if any fitness assessment or similar testing is performed by On The Move Fitness LLC, it is solely for the purpose of providing comparative data with which the member can chart his/her progress in a program, and is not for the diagnostic purposes; and (4) that On The Move Fitness LLC shall not be subjected to any claim, demand, injury, or damage whatsoever on account of On The Move Fitness LLC's evaluation or interpretation of such fitness assessment or similar testing.

## **Liability and Waiver and Release of Liability**

Each member of this Center shall be liable for any property damage and/or personal injury caused by the member or the member's family or guest at On The Move Fitness LLC, or any activity or function operated, arranged or sponsored by On The Move Fitness LLC. It shall be the obligation of the member to pay for any cost involved upon presentation of a statement thereof by On The Move Fitness LLC. The use of On The Move Fitness LLC facilities shall be undertaken by the member who in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned or operated by On The Move Fitness LLC; or engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored by On The Move Fitness LLC, at such person's own risk, or be subject to any claim, demand, or liability as a result of injuries incurred by the member during such use. The member discharges and releases On The Move Fitness LLC, its successors and assigns,

as well as its agents, officers, and employees, from all claims, demands, damages, actions, or causes of action relating to or resulting from any injuries incurred by the member as a result of her use of any apparatus or facility of On The Move Fitness LLC.

A provision for the cancellation of the contract if the buyer dies or becomes physically unable to avail himself of a substantial portion of these services which he used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks remaining in the contract term. This contract may require a buyer or the buyer's estate seeking relief under the paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice.

On The Move Fitness LLC requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide the buyer with the means of such identification.

Health Studios exempt from posting security must include in all contracts for health studio services the following disclosure statement:

Should you (the buyer) choose to pay for more than one (1) month of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health studio and/or business location ceases to operate. This health studio is not required by Federal law to provide any security, and there may not be other protections provided to you should you choose to pay in advance.