

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.

You have agreed to: (check one)

pay Fitness Partners of North Charleston, LLC the membership fee of the indicated amount now, which is the CASH PRICE, or

pay to Fitness Partners of North Charleston, LLC the CASH PRICE in installments plus a FINANCE CHARGE in accordance with the schedule in this agreement.

OPTIONAL RENEWAL PROVISION

I choose to have this contract automatically renew on a month to month basis at the expiration of the specified initial term.

or

I do not choose to have this contract automatically renew on a month to month basis at the expiration of the specified initial term.

If you have chosen an automatically renewing contract at the end of the specified initial term, we, the CLUB must provide you with a written notice no more than thirty days prior to the automatic renewal taking effect. It is the responsibility of you the MEMBER to provide the CLUB with updated, current address/ mailing information to insure prompt notice is received by you the MEMBER.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your down payment of
n/a	n/a	n/a	n/a	n/a

An annual Club Enhancement Fee of the indicated amount. Will be billed 60 days from begin date and on the same date thereafter.

Late Charge: You may be charged a fee for any payment not made within a 3 day grace period of your set draft date. Any EFT payment which cannot be processed or is returned may also acquire a fee.

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge. You can refer to this Contract for any additional information about prepayment refunds, non-payment, default and any required payment in full before the scheduled date.

RIGHTS OF CANCELLATION: See the reverse side of this for an explanation of your rights to cancel this contract.

NOTICE TO THE BUYER: (1) Do not sign this before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the paper you sign.

(3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential.

Buyer acknowledges that he has read and received a completed copy of this contract with disclosures made in compliance with federal and state laws.

FITNESS PARTNERS OF NORTH CHARLESTON IS THE OWNER OF THIS FACILITY AND FITNESS CENTER OPERATION AND HAS BEEN LICENSED BY AN AFFILIATE OF CRUNCH, LLC TO USE THE CRUNCH FITNESS MARKS IN CONNECTION WITH ITS OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS THE OWNER OF THIS NORTH CHARLESTON FACILITY AND FITNESS CENTER OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS CONTRACTUALLY OR OTHERWISE LIABLE TO YOU AS FITNESS PARTNERS OF NORTH CHARLESTON IS SOLELY LIABLE FOR THE DEBTS AND OBLIGATIONS OF THIS FACILITY AND FITNESS CENTER OPERATION.



REQUEST FOR PREAUTHORIZED PAYMENT

I/We hereby request the privilege of paying to ABC Financial Services, Inc ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account listed above.

Subject to the following conditions:

1. The items shall be drawn on or about the date or dates of the Payment Schedule. The transactions on your bank statement will constitute receipts for payment on your account.
2. If the regular payments set forth on the Payment Schedule should vary in amount, you are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, you choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment.
3. By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for your review at the Company's website: www.abcfinancial.com under terms and conditions.
4. The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
5. If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Schedule).
6. A service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payment become past due.
7. This preauthorization payment arrangement shall apply to the above Applicant(s).

CUSTOMER'S RIGHT TO CANCEL

1. You may cancel this contract by sending notice of your wish to cancel to the center before midnight of the third business day after you sign the contract. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following: Crunch North Charleston 7800 Rivers Avenue Suite 1300 North Charleston, SC 29406. Within thirty days of receipt of this notice, the center shall return any payments made and any note or other evidence of indebtedness. If you use the seller's facilities or services, the center may deduct a reasonable fee from the payments being returned based on the actual fee paid divided on a pro rata share by the number of days used by the customer.
2. In addition, you or your estate may also cancel the contract at any time by written notice to the center at the above address if the following circumstances occur:
 - A. the customer's death;
 - B. substantial physical disability, certified by a physician, which makes it permanently impossible for the customer to use the center's services;
 - C. the customer's permanent relocation to a residence over fifty miles distant from an outlet operated by the center, if the center is unable to arrange for the customer's use of another center with equivalent major facilities and services.
 - D. The center may require presentation of information to substantiate that one of these circumstances has occurred.
 - E. If the contract is cancelled because of disability, death, or permanent change of residence, the center shall return any note or other evidence of indebtedness and unearned prepayments as follows: For each month that the contract was in effect, the center is entitled to the rate a month or a treatment which it would have charged if the contract had initially been one for the number of months or the number of treatments for which the contract was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the contract.
3. The right of cancellation shall affect only the financial obligations under the contract and customer's right to use the center's physical fitness services.

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, you agree to pay allowable interest and costs of collection, including but not limited to collection agency fees, court costs, and reasonable attorney fees. A default occurs when any payment due under this agreement is more than three days late. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY**

CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN THREE DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE. If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Financial Services, Inc., reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law. **NOTE: Members paying monthly dues by E.F.T. are subject to \$10.00 per month increase of monthly dues if E.F.T. payment is stopped or changed. This will not affect any other provisions of this agreement.**

ACCELERATION OF PAYMENTS: If you have been in default for more than ten days for failure to make a required payment, we will give you written notice of such fact and your right to cure the default mailed to your last known address. If you fail to cure the default within 20 days after such notice is given, we can demand immediate payment of the entire amount you owe. This includes all remaining monthly payments you must make minus the part of the Finance Charge we have not earned, computed by using the Rule of 78. If you default a second time in making payments, we may exercise our rights without sending another notice.

BUYER'S RESPONSIBILITY: You shall notify us within a reasonable time after any change in your address. You shall send any notification to the address where you make your payments.

NO WAIVER OF RIGHTS: We do not waive our right to have future payments made when due if we accept a late or partial payment or delay the enforcement of our rights on any occasion.

ENTIRE CONTRACT: No oral promises, statements, warranties, or representations either expressed or implied are included in this contract or in addition or contrary to any written part or portion of this Contract. This Contract and a related Membership Agreement constitute the entire agreement between Buyer and Seller.

ATTORNEY'S FEES AND COURT COSTS: If the Contract is given to any attorney for collection who is not a salaried employee of Seller, you agree to pay court costs allowed by law and reasonable attorney's fees, not in excess of 15% of the unpaid debt.

APPLICATION OF PAYMENTS: We will apply all payments received first to any installment due during the period in which it is received and then to delinquent installments and charges.

PREPAYMENT: If you prepay, Seller may collect or retain a minimum finance charge of \$15.00 if the earned finance charge at the time of prepayment is less than \$15.00. No refund if less than \$1.00 need be made. Refunds of the unearned portion of the finance charge will be computed according to the Rule of 78.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

GENERAL: Crunch North Charleston may allow Member to use other Crunch facilities at its sole discretion. Crunch North Charleston reserves the right to add or eliminate locations and facilities available to Member. The hours of operation will be set by Crunch North Charleston and may be changed at any time in its sole discretion. Crunch North Charleston expressly reserves the right to add, eliminate or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion

RULES AND REGULATIONS: Member acknowledges the existence of and the need for rules and regulations governing use of Crunch North Charleston equipment and facilities and participation in programs and services (the "Rules and Regulations"). Member agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. Crunch North Charleston may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Crunch North Charleston in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

LIABILITY FOR PERSONAL PROPERTY: Crunch North Charleston shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around Crunch North Charleston premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Crunch North Charleston for any damage to Crunch North Charleston facilities or any equipment, furniture or fixture located thereon caused by Member or any Member's guests or invitees.

CANCELLATION PROCEDURES: Member may cancel this agreement at any time after the initial term by sending a 10-day written notice prior to the monthly dues date by certified mail to the Crunch club address on the 1st page of this contract. Member's account must be current and in good standing before Crunch North Charleston will process any such request.

No Other Right to Cancel, Including for Non-Use of Facilities: This Agreement is not cancelable by Member except as expressly provided above including, without limitation, by reason of Member's failure to utilize the facilities of Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston.

LATE CHARGE: You may be charged a fee for any payment not made within a 3 day grace period of your set draft date. Any EFT payment which cannot be processed or is returned may also acquire a fee.

AUTHORITY TO MODIFY CONTRACT: Employees are not authorized to make changes to this agreement or make any independent agreement with any Member. Member likewise cannot make any alterations or changes to this Membership Agreement.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member represents and warrants to Crunch Fitness Partners of North Charleston that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his/her intended use of Crunch Fitness Partners of North Charleston facilities. Member acknowledges that Crunch Fitness Partners of North Charleston has not given Member any medical advice before Member joined Crunch Fitness Partners of North Charleston and cannot give Member any such advice after Member joins Crunch Fitness Partners of North Charleston, whether related to Member's physical condition and ability to use the facilities and services of Crunch Fitness Partners of North Charleston or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional before using Crunch Fitness Partners of North Charleston facilities.

WAIVER OF LIABILITY; ASSUMPTION OF RISK: Member acknowledges that the use of Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston facilities, equipment, services and programs involves an inherent risk of personal injury to Member and Member's guests and invitees. Member voluntarily agrees to assume all risks of personal injury to Member, Member's spouse, children, unborn children, other family members, guests or invitees and waives any and all claims or actions that Member may have against Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston, any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assigns for any such personal injury, including, without limitation (i) injuries arising from use of any exercise equipment, machines and tanning booths, (ii) injuries arising from participation in supervised or unsupervised activities and programs in exercise rooms, running tracks, swimming pools, hot tubs, courts or other areas of Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston, (iii) injuries or medical disorders resulting from exercising at any Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston, including heart attacks, strokes, heat stress, sprains, broken bones and torn or damaged muscles, ligaments or tendons and (iv) accidental injuries within any Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston facilities, including locker rooms, steam room, whirlpools, hot tubs, spas, saunas, showers and dressing rooms. Member acknowledges that (v) Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston does not manufacture any of the fitness or other equipment at its facilities and (vi) Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston, any of its subsidiaries or other affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. Member shall indemnify each of Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston, its subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified party as and when incurred for any losses which such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

MISCELLANEOUS: (i) The Virginia Department of Agriculture and Consumer Services

regulates health clubs in the Commonwealth pursuant to the provisions of the Virginia Health Club Act, (ii) this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston. Consent may be withheld in Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston's absolute discretion, (iv) if any term or provision of this agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of the Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable and (v) all notices permitted or required to be given to Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston hereunder shall be given by personal delivery to the General Manager of Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston or by certified mail, return receipt requested, addressed to Fitness Partners of North Charleston, LLC DBA Crunch Fitness Partners of North Charleston at the address set forth at the beginning of this Agreement, to the attention of the General Manager.

CONSENT TO CONTACT: Member affirms, acknowledges and attests that Member's mailing address, telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Crunch Fitness and ABC Financial Services, Inc., including its agents and affiliates, may contact Member at any mailing address, phone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Crunch Fitness and/or ABC Financial Services, Inc.

FOR ALL BILLING INQUIRIES, PLEASE CALL ABC FINANCIAL AT: 1-888-827-9262. abcfinancial.com