

## CANCELLATION POLICIES

1. The buyer or the buyer's estate may cancel the agreement if any of the following occur:
  - A) The buyer dies.
  - B) The buyer becomes totally physically disabled for the duration of the agreement.
  - C) The services are no longer available as provided in the agreement because of the seller's permanent discontinuance of operation.
2. The buyer may cancel this agreement pursuant to any of the cancellation rights stated herein by written notice, in any form, delivered in person or mailed by certified or registered mail to the seller at the address specified in the agreement.

## ADDITIONAL TERMS AND CONDITIONS

1. Membership may be frozen by providing appropriate documentation of temporary job relocation (letter from employer) or illness (letter from doctor). Nominal dues then in effect will be charged. Contact the membership office for specific criteria.
2. If any dues or charges incurred are not paid within 90 days after billing, Franciscan Health Fitness Centers-Chicago Heights shall have the right to demand payment in full. If such amounts are not paid within 15 days after such demand, membership shall be terminated and Franciscan Health Fitness Centers-Chicago Heights may pursue any rights it may have to recover the unpaid amount. Upon termination of membership, no refund of the enrollment fee, dues or other fees shall be issued. To rejoin Franciscan Health Fitness Centers-Chicago Heights after a termination of membership, a new membership agreement must be completed and the enrollment fees and dues in accordance with the rates in effect must be paid as well as any prior balances.
3. Dues and fees are subject to change with 30 days notice.
4. As a member, I agree to conform to and be bound by the rules, regulations and policies of Franciscan Health Fitness Centers-Chicago Heights, as they may be amended. Including, but not limited to:  
VALUABLE AND PERSONAL PROPERTY: Franciscan Health Fitness Centers-Chicago Heights, its affiliates, agents or employees, shall not be liable for the loss, or theft of, or damage to the personal property of members or guests.  
PETS are not allowed on the premises of Franciscan Health Fitness Centers-Chicago Heights.  
NO SMOKING PERMITTED anywhere in Franciscan Health Fitness Centers-Chicago Heights.  
DRINKS AND FOOD are only allowed in the Café.  
MEMBERS using radios or music players must use headphones.  
CELL PHONES are not to be used in the locker rooms and should not be used during workouts (use with discretion).  
MEMBERS who remain in facility 10 minutes after closing time will be assessed a "late fee".  
NO ALCOHOLIC BEVERAGES or DRUGS of any kind may be brought into Franciscan Health Fitness Centers-Chicago Heights.  
BE CONSIDERATE of others, LOUD OR ABUSIVE LANGUAGE will NOT be tolerated.  
VIOLATION OF THESE RULES WILL RESULT IN IMMEDIATE CANCELLATION OF MEMBERSHIP.
5. This authorization will remain in effect throughout the initial terms of your membership and any renewal terms until proper notice of termination is given to Franciscan Health Fitness Centers-Chicago Heights. Proper termination notice requires a 30 day written notice that must be submitted in person at Franciscan Health Fitness Centers-Chicago Heights or via certified mail. Any outstanding balance on the account must be paid in full.
6. **DEFAULT AND LATE PAYMENTS:** Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten 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 TEN 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.
7. **CLUB HOURS** are subject to change without notice. The management reserves the right to close Franciscan Health Fitness Centers-Chicago Heights from time to time to facilitate club programs and on certain holidays.
8. **MEMBERSHIP CARDS** will be issued to all members after taking a photo. The card is not transferable and must be presented at the front desk upon entering Franciscan Health Fitness Centers-Chicago Heights. Unauthorized use of the membership card to a "non member" will result in termination of the membership. A fee will be charged for replacement of lost membership cards.
9. **PARENTAL PRESENCE:** Parents must be on the premises in order to leave their children in child care.
10. **GUESTS:** Members are responsible for their guests. All guests must be accompanied by member or approved by management. All guests are required to pay a guest fee for each visit, register at the reception desk, and show a current form of photo identification. Members may bring a maximum of three guests per visit, unless special arrangements have been made with the club manager or the manager on duty.

11. LOCKERS: Franciscan Health Fitness Centers-Chicago Heights provides dressing rooms with free daily use lockers for members and their guests, but we suggest you keep articles of value with you. We are not responsible for any theft or loss on the premises. The management will remove all clothing and equipment left in the lockers overnight. Only lockers that are being rented through the club may be locked overnight.

12. PROPER ATTIRE: Shirts and shoes must be worn in all areas except the pool and locker rooms.

13. Towels, toiletries, and other club property are provided by Franciscan Health Fitness Centers-Chicago Heights as a courtesy to its members and guests during club usage only. Removal of club property from the premises may result in the termination of membership privileges.

14. Unattended Children in the Facility. Children 17 and under are not allowed to be in the facility unless they are a member of the club, participating in a club sponsored program or activity, or are placed in our childcare room. If a child is left unattended in any part of the facility, the parent will be found and must leave the facility.

15. Contact. Member affirms, acknowledges and attests that Member's mailing address, telephone number, cellular 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 Franciscan Health Fitness Centers-Chicago Heights and ABC Financial Services, Inc., including its agents and affiliates, may contact Member at any mailing address, telephone number, cellular telephone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc.

16. Arbitration. Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be the city of your club location and state of your club location law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Financial Services, Inc.

MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17. E-SIGN Consent. Certain laws and regulations may require Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc., to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc., may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc., and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc., and to promptly notify Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc., of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc. To access, view and receive the Documents electronically, Member agrees and acknowledges that it must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that it may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc., will notify Member following such material modification. By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to Franciscan Health Fitness Centers-Chicago Heights and/or ABC Financial Services, Inc.