

# IGNIT LLC MEMBERSHIP AGREEMENT

## Neuro Fit Program

In consideration of the promises of the undersigned ("Member") and the payment of the membership fees provided herein, IGNIT LLC, 200 SE 37<sup>th</sup> Street, Suite 100, Grimes, Iowa 50111, hereby grants permission, revocable and terminable as hereinafter provided, to Member to use the facilities and related services of IGNIT LLC located (the "Facility"), all on the terms and conditions set forth herein.

1. The Term of this Agreement is for a period of 12 month(s) beginning \_\_\_\_\_, 20 \_\_\_\_\_ and terminating \_\_\_\_\_, 20 \_\_\_\_\_. After said termination date, Agreement will remain in full force and effect on a monthly basis until IGNIT LLC has received written notification from Member to terminate.
2. The permission granted to Member to use the Facility is not exclusive.
3. The Member shall, at all times, abide by the Rules and Regulations of use posted at Facility which may be changed from time to time without prior notice by IGNIT LLC and without the consent of Member. The Rules and Regulations shall not, by implication or otherwise, amend, modify, replace or void any provision of this Agreement or of any Release of Claims signed by Member.
4. The membership fee which Member agrees to pay to IGNIT LLC for Member's use of the Facility and the equipment and services located therein for the term of this Agreement is \$ 80.00 (the "Membership Fee"). This fee allows use of the facility only by Member and does not allow use by guests of Member, temporary or otherwise.
5. The membership Fees may be paid by member in equal consecutive monthly installments of \$ 80.00 each commencing on the \_\_\_\_\_ day of each month following the date of the Agreement, payable in advance without notice or demand. Failure of Member to pay all or any portion of a shall have the rights provided for herein for such default.
6. Each Member and Affiliate Member shall sign a "Release of All Claims" form prior to such person's initial use of the Facility. Member has examined a blank form of such release and agrees to the use of such form in connection with this Agreement.
7. This Agreement may be cancelled by Member, without cause, before midnight of the third day after the date this Agreement is signed by Member by written notice as provided at the end of this Agreement.
8. The Member may cancel this Agreement in the event of death or total physical disability for the duration of the term. If this Agreement is so cancelled, IGNIT LLC is entitled to retain fees paid in advance prorated to the date of cancellation.
9. The Member and any Youth Member shall not remove, disable or damage any part of the Facility or any equipment therein.
10. The use rights granted herein shall not be assignable by Member in whole or in part.
11. In the event that Member or an Affiliate Member defaults under the terms of this Agreement, fails to abide by the Rules and Regulations of the Facility or fails to sign and deliver a Release of All Claims Form provided for in this Agreement, then IGNIT LLC may immediately cancel its Agreement without advance notice and prohibit access to the Facility by Member and all Youth Members and thereafter pursue all other legal and/or equitable remedies against Member including reimbursement of all litigation expenses and reasonable attorney fees incurred in the enforcement of this Agreement.
12. Time is of the essence of this Agreement. This Agreement shall be governed by the laws of Iowa, and contains the entire agreement between parties. This Agreement shall be amended only in writing and signed by both parties. Verbal statements by IGNIT LLC, agents or employees shall not be binding and only the terms of this Agreement shall be enforceable by wither party against the other party hereto. Subject to the prohibition of assignment by Member and Affiliate Members, this Agreement shall be binding upon the heirs, successors and assigns of the parties. The parties waive trial by jury as to all issues arising out of or related to this Agreement and agree that any litigation between the parties shall be commenced in Polk County, Iowa.
13. Member acknowledges receipt of a signed copy of this Agreement.
14. **NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT. DO NOT SIGN THIS CONTRACT IF IT CONTAINS BLANK SPACES.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**IGNIT LLC**

**MEMBERSHIP TYPE: NEURO FIT**

By \_\_\_\_\_

**PRIMARY MEMBER**

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Print Member Name

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BUYERS RIGHT TO CANCEL: \_\_\_\_\_ (enter date of transaction). You may cancel this transaction within three business days from the above date. If you cancel, any payments made by you under the contract, less than twenty dollars, and any negotiable instrument executed by you will be returned within forty-five days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. After you cancel, the physical exercise club may request the return of all contracts, membership cards, and other documents or evidence of membership. TO cancel this transaction, email, or deliver, a signed and dated copy of this cancellation notice or any other written notice to IGNIT LLC, 200 SE 37<sup>th</sup> St., Suite 100, Grimes, IA 50111 not later than midnight of \_\_\_\_\_ (date).**

**I hereby cancel this transaction.**

\_\_\_\_\_  
**(Buyer's Signature)**

\_\_\_\_\_  
**(Date)**

**Ignit Sports & Fitness**  
**Body Ignit, Ignit Performance & Ignit Juniors**

***Cancellation/Early Termination Policy***

***Cancellation Within 3 days of Initial Purchase:***

You are entitled to cancel your Ignit membership within 3 days of signing your Membership Agreement. You will receive a full refund of membership fees paid. You may cancel the membership by emailing Ignit Sports & Fitness at [info@ignitsports.com](mailto:info@ignitsports.com) or in person at Ignit Sports & Fitness. Complete details on the initial purchase cancellation policy are included on page 2 of the Ignit Membership Agreement.

**Month-to-Month Memberships:**

Where you have a monthly payment membership with a one-month commitment period. Month-to-month memberships automatically renew unless you provide Ignit Sports & Fitness cancellation notice. We request that cancellation notice be made at least 5 business days prior to the start of your next membership period. You may cancel the membership by emailing Ignit Sports & Fitness at [info@ignitsports.com](mailto:info@ignitsports.com) or in person at Ignit Sports & Fitness. Please review your specific membership agreement to determine your commitment period and membership begin/end dates.

**Annual Memberships:**

**During the Commitment Period:** Where you have an annual commitment membership with monthly payments, you are not entitled to cancel your membership without penalty during the Commitment Period. The Commitment Period can be found on the first page of your Ignit Membership Agreement. The penalty for termination during the commitment period is:

- Member 1: \$200
- Member 2: \$150
- Member 3: \$100
- Member 4: \$100
- Member 5+: No charge

Specific exceptions may apply, allowing you to cancel your membership where certain events specified by your membership agreement take place.

**After the Commitment Period,** your membership automatically renews with a month-to-month commitment period until you provide Ignit Sports & Fitness cancellation notice. We request that cancellation notice be made at least 5 business days prior to the start of your next membership period. You may cancel the membership by emailing Ignit Sports & Fitness at [info@ignitsports.com](mailto:info@ignitsports.com) or in person at Ignit Sports & Fitness. Please review your specific membership agreement to determine your commitment period and membership begin/end dates.

**Life Got Busy and Can't Make it To Ignit?**

Put your membership on hold. Placing your Annual Membership on hold gives flexibility to take a break from your Ignit membership when your life gets chaotic. Members can put their membership on hold for up to 3 months during their Annual Membership. The minimum hold period is 1 month. Once the 12-month commitment period has been reached, there will be an extension period for the length of hold period(s) taken. To request a membership hold, stop by the Ignit front desk to complete a Hold Request Form. Once the extension period has been completed, your membership automatically renews with a month-to-month commitment period until you provide Ignit Sports & Fitness cancellation notice.

Customer Initials: \_\_\_\_\_