

# CF BLUEFIELD MEMBERSHIP AGREEMENT

755 S. College Ave., Bluefield, VA 24605

**PLEASE PRINT CLEARLY**

Client Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**CrossFit Bluefield membership details:**

- Paid in advance of service on the 1st day of each month. Memberships run from the first day of the month through the contracted time period. (i.e. monthly - 1st of month through the last day of that month; 6 months - first day of contracted month through last day of month completing 6 month contract)
- New memberships are prorated for the first month. Regular dues apply thereafter with payments made the first day of each month.
- Dues are paid by monthly automatic electronic payment (credit card, debit card, or automatic checking account draft)
- Memberships are automatically renewed with the same terms at the end of the membership period.
- Memberships 30 days past due will be cancelled. Reinstatement requires payment of dues owed, reinstatement fee of \$25 and payment of first month of new membership.
- Listed prices do not include State and Local sales taxes which are collected on all memberships.
- **BUYER'S RIGHT TO CANCEL: SEE REVERSE**

**MEMBERSHIP OPTIONS**

*(circle desired membership)*

	Individual	Couple	Family	*Special
<b>TRIAL MEMBERSHIP</b>				
Single session (by appointment)	\$ 10.00 for one visit. Bring a friend for \$8/ea.			
Get a 5 WOD package (one-time only)	\$ 35/per person			
<b>MONTH-TO-MONTH TRAINING</b>				
Unlimited CrossFit Training	\$ 95.00	\$165.00	\$220.00	\$ 90.00
3x per week training	\$ 75.00			\$ 70.00
<b>MEMBERSHIP CONTRACTS</b>				
6 Months – Unlimited CrossFit Training*	\$ 85.00	\$155.00	\$210.00	\$ 80.00
Students (Middle, High School and College)**	\$ 55.00 for 3 months then at the standard rates			
<b>OTHER FEES OR CHARGES</b>				
Late Fee (7 days past due)	\$ 10.00			
Declined/Insufficient Funds Charge	\$ 10.00			

--- Prices shown above are with automatic draft, add \$10 to any of the rates if paying in cash/check ---

\*Special membership option refers to: active military, first responders, law enforcement and educators.

\*\*Student rates are \$55/month for the first three months then to a standard student rate of \$70/month.

**PAYMENT AGREEMENT**

I agree to the following payment terms for membership at CrossFit Bluefield:

- The first, and possibly prorated payment, of \$ \_\_\_\_\_.
- The first automatic payment of \$ \_\_\_\_\_ will be paid on the first day of \_\_\_\_\_ and on the first day of each subsequent month until the membership is cancelled.
- I understand that membership dues are non-refundable, paid in advance of service and that my membership will be automatically renewed at the end of each term at the current rate unless **ten (10) days written notice of cancellation** is provided to CrossFit Bluefield. I also agree to pay listed fees for late and/or declined payments.

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**AUTHORIZATION FOR CREDIT, DEBIT AND AUTOMATIC DRAFT PAYMENTS**

I wish to authorize the purchase of services/merchandise from M&P Fitness, LLC (dba CrossFit Bluefield) using this Credit Card Authorization Form.

I agree that I will pay for this purchase and indemnify and hold M&P Fitness, LLC harmless against any liability pursuant to this authorization.

I understand that my signature on this form will serve as authorized signature for each automatic payment.

Client Name (print) \_\_\_\_\_

Client Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

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CrossFit Bluefield membership (legal stuff):

**BUYER'S RIGHT TO CANCEL:** If you wish to cancel this contract, you may cancel by making or delivering written notice to this health club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed to: CrossFit Bluefield, 755 S. College Ave., Bluefield, VA 24605. If canceled within three business days, you will be entitled to a refund of all monies paid. You may also cancel this contract if this club goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this contract. You may also cancel if you become physically unable to use a substantial portion of the health club services for 30 or more consecutive days, and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of the health club services by a doctor's, physician's assistant or nurse practitioner's certificate, within 30 days of notice of cancellation, by a doctor, physician's assistant or nurse practitioner agreeable to you and the health club (cost borne by the health club). If you cancel after three business days, the health club may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received. Any refund due to you shall be paid within 30 days of the effective date of cancellation.

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

Also, the buyer should attempt to resolve any complaint the buyer has with the health club, and the Virginia Department of Agriculture and Consumer Services regulates health clubs in the Commonwealth pursuant to the provisions of the Virginia Health Club Act.

THIS CLUB IS NOT PERMITTED, PURSUANT TO THE VIRGINIA HEALTH CLUB ACT, TO ACCEPT ANY INITIATION FEE IN EXCESS OF \$125 OR ANY PAYMENT FOR MORE THAN THE PRORATED MONTHLY FEE FOR THE MONTH WHEN THE CONTRACT IS INITIALLY EXECUTED PLUS ONE FULL MONTH IN ADVANCE.