



9750 Weston Road, Unit 14. Woodbridge, Ontario L4H 2Z7
 T: 647-80-SHRED (74733) F: 905-652-1835
 www.shred905.com

This contract affects your legal rights, please read carefully.

SHRED905 hereby agrees to sell and the undersigned customer hereby agrees to purchase certain services herein, subject to the terms and conditions of this contract as set out herein.

PERSONAL INFORMATION

| | | | |
|----------------------|----------------|----------------------------|------------|
| NAME (Last, First) | | DATE OF BIRTH (MM/DD/YYYY) | INITIALS |
| STREET ADDRESS | | APT | CITY, TOWN |
| HOME PHONE NO. | CELL PHONE NO. | EMAIL ADDRESS | |
| DRIVER'S LICENCE NO. | | BUSINESS PHONE NO. | |
| EMERGENCY CONTACT | PHONE NO. | RELATIONSHIP | |

MEMBERSHIP

The member shall acquire either a term membership or monthly dues membership on the following terms

A. TERM MEMBERSHIP (paid in full only) This membership is for the term of _____ months and expires on ____/____/____
 MM / DD / YYYY

Initiation Fee: **WAIVED \$0**
 Membership Fee: _____ Payment Method: CASH
 HST (13%): _____ CHEQUE
 TOTAL: _____ INTERAC
 VISA
 MASTERCARD

B. MONTHLY MEMBERSHIP
 This membership is for a month-to-month membership starting on the ____ day of ____ for ____ months

Initiation Fee **WAIVED \$0** Monthly Fee: _____ Payment Method: VOID CHEQUE
 HST (13%): _____ HST (13%): _____ VISA
 Total: _____ Total Monthly: _____ MASTERCARD

| | | |
|-----------------|-------------|-----|
| CREDIT CARD NO. | EXPIRY DATE | CVD |
| NAME ON CARD | | |

Please supply voided cheque or credit card imprint

| | |
|---|---|
| Total Deposit Due → Administration Fee: _____ + First Month Membership Dues: \$ _____ + Last Month Membership Dues: \$ _____ + HST (13%): _____ = Total Due: \$ _____ | Payment Method: <input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> INTERAC <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD |
|---|---|

I hereby authorize SHRED905 to withdraw monthly payments by pre-authorized payments for the duration of my contract

MEMBER INITIALS _____ MONTHLY DUES STARTING _____

This contract may be rescinded within five calendar days of its signing by delivery of notice in person to SHRED905, at the studio where it was signed. Notice shall be deemed ineffective unless accompanied by the customer's membership card, contract and proof of payment. This is the only manner in which this contract may be rescinded.

| | |
|---|---|
| DATE SIGNED (____/____/____) MM / DD / YYYY SHRED905 9750 Weston Road, Unit 14 Woodbridge, ON L4H 2Z7 _____ Authorized Representative Name _____ Authorized Representative Signature | The member acknowledges receipt of a copy of this agreement and acknowledges having read the terms and conditions herein and on the reverse. No employee or representative of SHRED905 has the authority to change or alter the terms of this contract except in writing herein. _____ Member Signature _____ Parent/Legal Guardian (if applicant is under 18 years of age) |
|---|---|

All prices are subject to the Harmonized Sales Tax and any other applicable federal or provincial taxes.

Terms & Conditions of Membership

1. In consideration of their mutual promises SHRED905 and the member agree as follows: (A) Shred905 grants for the membership period and subject to the conditions of membership set out herein, the following rights and privileges (hereinafter called "membership").

2. RELEASE: The customer represents that he/she is medically able to participate in and undertake physical exercise and to use the facilities and further represents that he/she is not aware of having any physical, medical, and mental or health disability, condition or disease, which might or could result in deterioration of health if physical exercise is undertaken. Each customer acknowledges that Shred905 and its representatives and employees offer no guarantee or warranty, written or verbal, that the programs, advice or facilities will have any beneficial medical effect or have been approved by any medical authority. Shred905 is not responsible for any damage to, loss or theft of personal property.

Each customer hereby releases Shred905 its related companies, their respective directors, officers, employees and agents of and from:

Any claim for personal injury sustained by any member and or guest in, on or about the facilities of Shred905 and its related companies, including without limitation any claims for personal injuries resulting from or arising of the negligence of Shred905, its related companies, their directors, officers, employees or agents, or the negligence of any other person using the said facilities and acknowledges that he/she used the said facilities at his/her own risk.

3. PAYMENT OBLIGATIONS ABSOLUTE: You are obligated to pay us the entire balance owing under this Contract. We will not reduce, discount or cancel your obligation because you do not use the facility.

4. RULES OF REGULATION: Each member agrees to keep and obey all rules and regulations now in force or in the future prescribed by Shred905. Shred905 shall have the right to revoke any membership for cause, if any customer fails to keep and obey all such rules and regulations, without refund to the customer of any monies paid to Shred905. Each member agrees that while using the facilities, they will not conduct themselves in any way which presents a danger to or creates a nuisance for the staff, or the other persons using the facilities, or disrupts the staff in the carrying out of their duties.

5. MEMBERSHIP HOLDS: No holds of any nature are permitted at Shred905.

6. RESERVATION OF RIGHTS: We reserve the right to cancel any membership without cause, in which event you will be entitled to a refund only of unused prepaid installments, if any. We reserve the right at any time to change our hours of operation, and to change the cost of, add, modify and/or eliminate any program, equipment, activity or class of service. We will use our reasonable best efforts to maintain the existing services and facilities at the Shred905 facility substantially as of the date of this Contract. Classes and equipment are available based on sufficient demand. If the Shred905 facility is temporarily unavailable for use, your membership may be extended for an equivalent period. However, any material change to services and facilities will require your consent.

7. MEMBERSHIP ACCESS: You are the only one granted access with this Contract. If anyone else uses your membership, we may cancel your membership immediately with no refund.

Membership does not include Personal Training or selected specialty workshop classes. Costs for such excluded services will be in addition to those for the available services on terms applicable and established by Shred905. MEMBER INITIALS

8. DRESS CODE: While using the facilities, each customer agrees to dress in clean, acceptable and appropriate attire. Proper clothing includes, shorts and track pants, t-shirt or sweatshirt or track suit; no ripped or torn clothing, no cut off shorts are permitted. Sweat socks and athletic shoes must be worn at all times in the exercise areas.

9. RENEWAL: Following the "initial minimum membership period", this agreement shall automatically continue as a contract on monthly basis at the current rate that may not be equal to the original purchase price. Should a member wish to terminate their contract after the "initial minimum membership period", they must provide us with written notice 30 days prior to the membership expiry date.

MEMBER INITIALS

10. DEFAULT: a) if you breach any terms and conditions of the Contract, or if you do not pay an installment within 10 days of the payment date you will be in default. We may then where you are in default of an installment, assess a late charge, or immediately cancel your membership and keep any amounts you have paid to us. If we later agree to accept a payment from you, and reinstate your membership you must fulfill your remaining responsibilities under this Contract.

b) It is understood and agreed that Shred905 may impose a service charge; such charge to be reasonably fixed by Shred905 from time to time for any transactions contemplated herein which is not honoured, including the default in any installment payment. A \$50 service charge shall be paid to Shred905 in the event of a returned payment.

c) In the event of default in payment of any obligation herein, the customer agrees to pay over and above liabilities herein, all cost or collection, interest and all associated collection and legal expenses, including all solicitor and client costs and disbursements. Contracts that have payments in arrears 60 days or more will be sent to a collection agency.

d) It is understood that if the obligations of the customer herein are at any time in default, it shall be deemed that the obligations under any separate agreement with respect to special services shall also be in default.

e) It is understood and agreed that Shred905 may debit directly from the accounts herein described any monies in default, including cost and interest as set out herein.

11. GOVERNING LAW: This contract is governed by the laws of Ontario and the laws of Canada applicable therein.

12. CANCELLATION OF THIS CONTRACT: The customer is entitled to an early leave of this contract by visiting Shred905 one month in advance of the scheduled cancellation. A fee of \$250.00 + HST will be applied. No phone or verbal cancellations are permitted. MEMBER INITIALS

13. PUBLICITY: I understand and agree that any video or photographs taken to myself may be used for promotional purposes by Shred905 and that no compensation or remuneration will be paid.

MEMBERS INITIALS