



2516 Cantrell Rd  
Little Rock, AR 72202

1121 S. Bowman Rd C5  
Little Rock, AR 72211

# Membership Agreement

[www.bowmanfitnessclub.com](http://www.bowmanfitnessclub.com)

DATE: \_\_\_\_\_

*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.*

NEW  REWRITE

**BOWMAN FITNESS CLUB**  
GET FIT. FIRST.

First Name	Last Name	Date of Birth	
Address	City	State	Zip
Primary Phone Number	Work Phone	Cell Phone	
In Case of Emergency, Call (Name)		Emergency Phone	
Employer	Occupation	E-Mail Address	

How did you hear about us?

**Hours of Operation:** (Monday - Thursday 5am - 10pm) (Friday 5am - 8pm) (Saturday 8am - 8pm) (Sunday 10am - 6pm)

These are normal hours, which may change during holidays.

**Billing for Monthly Dues.** By submitting this agreement, you have authorized the club to bill your bank account or credit card for your monthly dues. Your account will be billed on the day of your choosing each month for the amount of \$19.95 plus sales tax. A service charge will be applied for each month your monthly dues are returned uncollectible.

I would like to be drafted on the \_\_\_\_\_ (1-30) day of each month. The first draft will occur the first time this day of the month occurs.

**Joining Fee.** There is a Joining Fee of \$79.00 plus sales tax with each membership due upon joining.

**Club Enhancement Fee:** Amount \$20.00 (plus tax). The purpose of the annual Club Enhancement Fee is to maintain the equipment and services provided for the facilities. This fee will be collected on August 10th of each year.

**Cancellations.** In order to cancel the membership billing, the club requires the member to fill out the cancellation form at the club at least three business days before the draft date.

**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.

MEMBERSHIP # \_\_\_\_\_ (5 digits)

**PLEASE ATTACH A VOID OR BLANK CHECK  
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 of \_\_\_\_\_

**REQUIRED FOR ALL  
EFT AND CREDIT CARD  
DRAFT ACCOUNTS**

<input type="checkbox"/> American Express	<input type="checkbox"/> MasterCard	(Name as shown on account)	<input type="checkbox"/> Visa	<input type="checkbox"/> Discover	<input type="checkbox"/> Diners Club	ROUTING NUMBER (9 Digits)
Credit Card Acct. # _____		Exp. Date ____/____/____		ACCOUNT NUMBER		
<input type="checkbox"/> Checking Acct.	<input type="checkbox"/> SavingsAcct.	BANK NAME _____				

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.abcfincial.com](http://www.abcfincial.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 following Applicant(s): \_\_\_\_\_

Date \_\_\_\_\_ Customer Signature \_\_\_\_\_ (Signature required only if name on account is different than member)

Club Representative \_\_\_\_\_

Member (Age 16+) \_\_\_\_\_

## TERMS AND CONDITIONS OF MEMBERSHIP

**Physical Condition.** I certify to Bowman Fitness Club, Inc., dba Bowman Fitness Club that I am in good physical condition. I have no physical impairment or disability that would prevent me from, or would be adversely affected by, using facilities, equipment, or physical conditioning programs. I recognize that neither Bowman Fitness Club, nor its management, nor its employees are licensed medical practitioners. I acknowledge that neither Bowman Fitness Club, nor its management, nor any of its employees have made any statements to me as to medical treatment. I also acknowledge that they do not have the authority to make these types of statements.

**Release.** I understand and acknowledge that weight, cardiovascular and aerobic training, and related activities can be hazardous and can result in injuries. I assume all risks of injury incurred or suffered while on the premises and **RELEASE, DISCHARGE, AND AGREE NOT TO SUE Bowman Fitness Club or its owners, employees, or agents for any claim, loss, damages or cause of action which I may have as a result of injuries or health conditions sustained while on the premises, whether or not caused by the negligence of Bowman Fitness Club or its members, owners, employees or agents.**

**Membership Rights:** Membership in Bowman Fitness Club gives the Member the right to use exercise equipment and locker rooms subject to the terms of this Agreement. Bowman Fitness Club does not provide personal training services, but Member may, at his own risk, contract with personal trainers who are independent contractors and not employees of Bowman Fitness Club.

### Conditions for Cancellation

- A. Member may cancel within three business days from the date the membership agreement was signed by completing the Membership Cancellation Form at Bowman Fitness Club and all prepaid fees shall be refunded within 30 days.
- B. Member may cancel any membership by filling out the Membership Cancellation Form. Member is responsible for any payments that fall within 3 business days of Bowman Fitness Club receiving their completed Membership Cancellation Form.
- C. All cancellation notices must be made by the member completing the Membership Cancellation Form in full. If Member cancels membership after three business days, any enrollment fees or other payments already collected will be forfeited.

### Rules

1. Members must be at least 16 years old. Children under 16 are not allowed in workout areas.
2. Members must enter and exit the building through the main entrance. Membership cards must be scanned each time Members enter the club. The card is for the sole use by the member to which the card was originally issued. Unauthorized use of the membership card will result in termination of membership.
3. Damage to club property will be paid for by any member who willfully or neglectfully causes such damage. Members are responsible for damage incurred by dependent children.
4. All members use the facilities at their own risk. The club is not responsible for any injuries sustained while using the facilities.
5. Proper etiquette, language, and courtesy are to be observed at all times. Dropping weights is strictly prohibited. Management reserves the right to ask members to leave the club premises if proper conduct is not being observed. Management also reserves the right to terminate the membership of any member whose conduct is deemed inappropriate by the manager.
6. Proper athletic footwear must be worn at all times. Proper attire must be worn at all times for the exercises or activities being performed. Men must wear shirts at all times.
7. Inquiries regarding lost articles should be made at the front desk. Any items that are found should be returned to the front desk. Bowman Fitness Club is not responsible for lost, damaged, or stolen items.
8. The rules may change from time to time as determined by Bowman Fitness Club.

**Default and Late Payments.** A default occurs when any payment due under this agreement is more than ten days late. Should any monthly payment become more than ten days past due, you will be charged a late fee. An additional service fee will be assessed for any check, draft, credit card, or order returned for insufficient funds or any other reason. 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. Any account that has an unpaid balance that reached 60 days old will be cancelled. Reactivating the membership will require payment of a new joining fee of \$79 plus sales tax.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.