



## Membership Agreement

1577 General Booth Blvd, Suite 104  
VA Beach, VA 23454

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Add'l Member Name(s): \_\_\_\_\_ DOB: \_\_\_\_\_ Age(s): \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Today's Date: \_\_\_\_\_

\* If member is under 18, Parent/Guardian section (below) must be completed

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by \_\_\_\_\_ (print guardian's name) to participate in its activities and to use its facilities, I further agree to indemnify and hold harmless East Side Muay Thai, Jose Aguirre, and Kimberly Higgins, from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

X \_\_\_\_\_ (sign parent/guardian)

### SPECIAL CIRCUMSTANCES

Tuition discounts given for the following (Please check what applies):

\_\_\_ Military

\_\_\_ Law Enforcement

\_\_\_ Fire Fighter

\_\_\_ EMS/First Responder

\_\_\_ College Student

\_\_\_ Family Sign Up

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How did you hear about us? \_\_\_\_\_

What are your goals in practicing Muay Thai? \_\_\_\_\_

Do you have any preexisting medical conditions? \_\_\_\_\_

If needed, have you been cleared by a medical doctor to participate in physical activity? \_\_\_\_\_

Occupation: \_\_\_\_\_

### Emergency Contact

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

### TUITION AND PAYMENT DETAILS

On time monthly tuition payment qualifies you for unlimited classes during the week. Tuition will be collected 1 month from sign up date on the **1st, 5th, 10th, 15th, 20th, or 25th**.

**Program Length (Select One)** :    \_\_\_ 12 Month                    \_\_\_ 6 Month                    \_\_\_ 3 Month

#### **\*\* PLEASE COMPLETE THE FOLLOWING: \*\***

East Side Muay Thai, LLC agrees to provide access to the facility for a total price of \$ \_\_\_\_\_ **per month**, for a term of \_\_\_\_\_ **months**.

The undersigned agrees to pay the First Month Payment, for a **total of \$ \_\_\_\_\_ due TODAY**. The remaining balance of \$ \_\_\_\_\_ will be divided into \_\_\_\_\_ **payments**, which will be processed on the \_\_\_\_\_ of each month.

The next bill date will be \_\_\_\_\_.

The undersigned authorizes East Side Muay Thai and its agents to charge/debit the payment/card listed below. The undersigned will also agree to keep a valid form of payment on file with East Side Muay Thai, to be automatically processed on each subsequent bill date. **The undersigned agrees to be charged on a month to month basis once the initial program has expired.**

### PAYMENT INFORMATION

#### **Credit/Debit Card:**

Cardholder's Name: \_\_\_\_\_ Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_ Code on Back: \_\_\_\_\_

Billing Zip Code (if different from above): \_\_\_\_\_

#### **For E-Check ONLY:**

Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Routing #: \_\_\_\_\_

Driver's License: \_\_\_\_\_ State Issued: \_\_\_\_\_

**\*\* For any billing, payment, or account related questions, please send an email to Kim at [eastsidemuaythai@gmail.com](mailto:eastsidemuaythai@gmail.com) NO communications regarding payment will be honored through any other platform other than email. Please no text/instagram/facebook messages. \*\***

## ADDITIONAL TRAINING AGREEMENT TERMS & AGREEMENTS

1. East Side Muay Thai LLC will be referred to as ESMT throughout this document.
2. Failure to attend class does not signify or imply notification to cancel this agreement.
3. Student's failure to continue lessons during the notification or program period does not relieve the obligation to pay the remaining tuition balance in full.
4. Student's failure to attend scheduled classes relieves the obligation of ESMT to provide lessons after the program date.
5. Undersigned assumes all responsibility for any costs of collection, including but not limited to reasonable collection agency fees, court costs, reasonable attorney's fees, and applicable late charges including interest that may be incurred for default payment.
6. ESMT owners/managers/instructors may make any modifications in the class schedule as deemed necessary. Such modification does not relieve the undersigned of their payment obligations under any circumstances.
7. ESMT owners/managers/instructors may close the facility on national holidays, for the purpose of special events, due to inclement weather, and a period not exceeding three weeks per year for necessary maintenance and other purposes without affecting scheduled tuition payments.
8. ESMT owners/manager/instructors and those acting under its authority reserve the right to use photographs, video, artwork, or other likenesses of the students for marketing, trade, publishing, or any other lawful purpose.
9. In consideration of the martial arts training obtained, student agrees not to engage in martial arts teaching practices within a thirty-mile radius of the facility, or any other school associated with the facility's owners, for a period of 2 years following dissociation with the school, without written permission.
10. Membership is non-cancelable and non-transferable except as stated herein.
11. Undersigned authorizes the use of a disclosed email address for billing, notification and marketing purposes and acknowledges that email text include financial information pertaining to the membership. Personal information will NEVER be shared with any third parties.
12. **\$30 late charge** will be assessed for any payments five days past due and **\$30 on all declined credit card** or returned checks.
13. The undersigned will provide a Payment Credit/Debit card to keep on file and to be automatically processed on the bill date (tuition collection date). Should the undersigned need to change the Credit/Debit card on file, they must do so at least two full business days prior to the bill date. The new card will be set to automatically process future payments.
14. If the undersigned wants to pay via cash to avoid automatic processing via the Credit/Debit card on file, (s)he must provide payment in cash to either Jose Aguirre or Kimberly Higgins at least two business days prior to the automatic payment date.
15. Any modifications to the agreement require 30-days written notice to process; the student's account must be in good standing and any draft(s) or payments due during this 30-day period must be processed and collected in order for the agreement to be modified.
16. Any provisions of this agreement found to be invalid, void, or illegal shall in no way affects, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and affect.

## NOTICE OF CONSUMER RIGHTS

1. The consumer may cancel this contract without penalty or further obligation within three (3) days after the receipt of this contract, which entitles the consumer to a full refund of tuition fees. Cancellation must be in writing and delivered via email or in person or by certified or registered mail to East Side Muay Thai 1577 General Booth Blvd, Suite 104, Virginia Beach, VA 23454.

2. If a consumer becomes disabled for at least three (3) months during the membership terms, **and** that disability is confirmed in writing by a physician, the consumer has a right to an extension of the contract. Any refund due to you shall be paid within 30 days of the effective date of cancellation.
3. The consumer may cancel this contract if this gym goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this contract.

### TERMS & CONDITIONS SET FORTH BY EAST SIDE MUAY THAI

1. A consumer who decides to cancel their membership **after** the 3 Day no-penalty period, will have the right to “buy out” the remainder of the contract for \$250 or 50% of the remaining tuition balance, whichever is greater, and relinquish any further obligation to ESMT.
2. If a consumer relocates to an area located further than 40 miles from ESMT, the consumer has the right to cancel the contract but will be responsible for paying all fees as proposed by the contract until and unless ESMT is given a properly delivered NOTICE OF CANCELLATION and PROOF OF RELOCATION in writing. PROOF OF RELOCATION includes: An Official Change of Address issued by the United States Postal Service; a utility bill including your name and new address; a copy of your Deployment/Relocation Orders, include the date and location of relocation/deployment; a copy of a signed lease agreement.
3. All notice(s) of Cancellations/Physicians Notice(s)/Proof of Relocation Notice(s) must be in writing and either emailed to [eastsidemuaythai@gmail.com](mailto:eastsidemuaythai@gmail.com) or mailed to 1577 General Booth Blvd, Suite 104, Virginia Beach, VA 23454, or can be brought in person. The consumer is responsible for paying all contractually obligated fees unless and until notice(s) of Cancellations/Physician Notice(s)/Proof of Relocation Notice(s) is properly received and processed by ESMT. It is the responsibility of the member to confirm that ESMT did receive and process any correspondence.
4. If consumer elects to personally deliver either notice(s) of Cancellations, Physician Notice(s), or Proof of Relocation Notice(s), NOTICE will be signed by both the consumer and an ESMT representative, and two copies of the NOTICE will be kept, one by each party, to verify the NOTICE was properly executed/delivered. Any NOTICE hand-delivered but without dual signatures will be considered invalid and non-executed. It is the responsibility of the consumer/member to ensure that the NOTICE is properly signed and delivered.
5. **Once the designated program has expired, the undersigned agrees to be charged on a month to month basis for services rendered by ESMT.** Once on a month to month payment schedule, the undersigned may cancel at any time, for any reason. Cancellation must be requested at least 5 days prior to the next tuition collection date and must be made in writing to and sent to [eastsidemuaythai@gmail.com](mailto:eastsidemuaythai@gmail.com) or delivered in person.

**The consumer will be responsible for any fees incurred by the collection of any unpaid fees or outstanding balances including but not limited to fees charged by 3rd party collection agencies and legal fees incurred in filing civil actions.**

### CONSUMER NOTIFICATION

Rainmaker Membership Systems / PAYSIMPLE is an authorized agent to bill and collect member tuition on behalf of ESMT. Rainmaker / PAYSIMPLE is a billing company and not a collection agency. However, Rainmaker / PAYSIMPLE may refer an account to a collection agency or attorney’s office for debt collection and/or credit reporting.

**Please Note:** East Side Muay Thai reserves the right to cancel memberships at any time. If such action is required the member will be notified of such cancellation.

**By signing below I acknowledge reading and understanding all of East Side Muay Thai LLC’s terms and conditions. I also hereby authorize East Side Muay Thai to effect payments for monthly tuition, approved membership charges, and any incurred fees for the duration of my membership through auto collection. I acknowledge that I fully understand my rights as stated above.**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_