



## CENTER FOR HEALTH AND WELLNESS

### Payment and Cancellation Policies

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Upon entering this membership contract, I understand that I am responsible for full payment of my membership and must immediately report any changes to my credit/debit card for timely billing. I understand that my membership is for a twelve (12) month period beginning as of the date of this contract. I understand that membership dues will continue to be deducted on a monthly basis, after the twelve (12) month period unless I provide thirty (30) days written notification of cancellation. I have the right to cancel this contract within three (3) business days after receipt of a copy of this contract, with a full refund of all dues paid. **Cancellation must be in writing and delivered to the Center for Health and Wellness within three (3) days.** Following the three day period, I have the right to cancel membership for any reason by providing thirty (30) days written notification. Should I cancel my membership with thirty (30) days notice, I understand that there will be no refund of my partial month dues. Any enrollment fees or program fees I have paid are non-refundable.

**Prepaid memberships:** I further understand that if I cancel my pre-paid membership without complying with the membership contract I am not entitled to a refund unless one of the following occurs: (1) I provide written notice from my Physician indicating that I must discontinue my program immediately, at which point my refund will be issued for the remainder of the time I have paid from the first day of the month following receipt of the Physician's note, or (2) I relocate more than thirty (30) miles from the Center for Health and Wellness and provide adequate proof of residence change. Any enrollment fees or program fees I have paid are non-refundable. The Center for Health and Wellness may cancel my membership for failure to follow facility rules or failure to pay dues. The Center for Health and Wellness reserves the right to cancel any programs that do not meet minimum enrollment requirements and adjust the hours of operations and class schedules due to any reason.

**DEFAULT AND LATE PAYMENTS:** Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY DRAFT, CREDIT CARD, DEBIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** 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. Subject to appropriate State and Federal Law. **NOTE: Members paying monthly dues by EFT are subject to \$10.00 per month increase of monthly dues if EFT payment is stopped or changed. This will not affect any other provisions of this agreement.**



## REQUIRED FOR ALL CREDIT and/or DEBIT CARDS

I/We hereby request the privilege of paying to ABC Financial Services, Company to draw items (credit or debit card) for the purpose of paying said payments, including any late fees or service fees, on account of

Payment Method: \_\_\_\_\_

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 ten (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.abcfinancial.com](http://www.abcfinancial.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 of **\$23.50** will be assessed and drafted for any draft, credit card, or order returned for insufficient funds or any other reason. A late fee of **\$9.50** 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: \_\_\_\_\_ Account Holder Signature: \_\_\_\_\_