3dfit, Inc.
Contract and Agreement

THIS CONTRACT AND AGREEMENT ("Agreement") is entered into and becomes effective this _____ day of _____ 20_____, and is by and between 3dfit, Inc. ("3dfit") and _____, ("Member").

In consideration of the mutual covenants, promises and conditions contained herein, 3dfit and Member agree as follows:

3dfit is a gym offering Personal Training, Boot Camps, Fitness Classes, and a wide variety of fitness based activities as well as a 24 hour gym. Member agrees to be bound by all rules of 3dfit that have been passed or may be passed from time to time, excluding any increase in dues, fees, or assessments.

For the term herein of _____ year(s), Member will pay monthly dues in the amount of $_____ for (Package purchased)

_____

_____

Member agrees to allow 3dfit to charge this fee on _____ of each month of the Initial Term to credit/debit card or bank account/routing number provided by Member.

In the event that Member fails to fulfill Member's _____ year obligation, the Member will be liable for all monthly dues remaining until contract expires with no exceptions. In the event that the Member's credit/debit card or bank account is not approved for monthly dues, a $5.00 fee will be assessed to Member. If, after a period of 30 days, all fees have not been paid, Member will be responsible for the entire balance of this contract to be paid within 30 days. Extenuating circumstances will be reviewed. 3dfit requires a credit card or bank account/routing number to secure the obligation of Member herein. ***Credit card must be present at time of signing.***

Nothing contained in this Agreement shall be deemed to give any rights by way of license or otherwise to Member to the confidential, proprietary information or trade secrets of 3dfit.

3dfit and Member shall have no liability to third parties for any damages incurred by such third parties arising out of the performance or nonperformance under this Agreement by the other party. Member agrees to and hereby do indemnify and hold 3dfit harmless against any and all liability related to Member's conduct at 3dfit.

The term of this agreement shall begin as of the date this Agreement is entered into and shall continue for a period of _____ year(s). In the event the contract period has lapsed and the parties continue to conduct business as they had over the prior year, then the terms of this contract will continue to be enforceable until such time that written notice is given to discontinue. Members wishing to discontinue will incur a thirty (30) day time frame from notification of discontinuance after the initial contract term is met.

This Agreement shall be construed in accordance with Michigan law. Venue shall be only in the Circuit Court of Wayne County, Michigan. In the event of a dispute between the parties, the parties agree to BINDING ARBITRATION to resolve said dispute. The arbitration will be conducted at the grounds of 3dfit by a third party who is qualified to conduct such hearings and who will be impartial. The costs of the arbitration will be split between the parties.

This Agreement represents the entire understanding between the Parties with respect to the matters contained herein and may be amended only by an instrument in writing, signed by authorized officers of both Parties. There are no representations or warranties, express or implied, that either party has relied on in entering into this agreement other than those contained herein.

This Agreement is binding on the Parties and their respective successors and assigns. Member may not assign this Agreement without the prior written consent of 3dfit.

3dfit and Member agree that in the event of a dispute that the parties will submit such dispute to mediation and if mediation is unsuccessful, then to binding arbitration.

The Michigan rules of evidence and procedure will only be applicable to facilitate an orderly proceeding. The rules of evidence can not be used to exclude evidence of the parties.

3dfit, Inc.
12425 Nixon Ave.
Riverview MI, 48193

Member Name: _____ *3dfit:* _____

Signature: _____ *Signature:* _____

Date: _____/_____/_____ *Date:* _____/_____/_____

Phone:

_____ *Initial for verification of monthly contract dues in the amount of $_____*