



OkiMoto Use Only
 Entered into QB: Date / /
 Initials _____

Membership Agreement

Name: _____ **Date of Birth:** _____

Address: _____

E-mail: _____ **Phone:** _____

Emergency Contact: _____

OkiMoto Membership Summary:

- Memberships are paid in advance of service on the 1st day of each month. Punch cards are a one-time payment at time of issuance.
- New memberships are prorated for the first month. Regular monthly dues apply thereafter with payments made the first day of each month.
- Membership dues are paid by monthly automatic electronic payment (credit card, debit card, or automatic checking account draft).
- Memberships 30 days past due will be cancelled. Reinstatement requires payment of dues owed, reinstatement fee of \$25 and payment of first month of new membership.
- **Written notice of 30 days must be given to assure cancellation of term memberships. No partial months.**

Member ship Options

(Circle Membership Level Request - Members Must be 21 or older)

<u>Membership Type</u>	<u>Individual</u>	<u>1st Additional Family Member</u>	<u>All additional family members</u>
Basic Level (12 Month)*	\$30/mo	\$25/mo	\$20/mo
Preferred Level (12 Month)*	\$60/mo	\$55/mo	\$50/mo
ProLevel (12 Month)*	\$100/mo	\$90/mo	\$85/mo
10 Visit Punch Card (Available once per person per year.)	\$150	N/A	N/A
1 Year Advance Basic	\$330	\$250	\$200
1 Year Advance Preferred	\$660	\$550	\$500
1 Year Advance Pro	\$1100	\$900	\$850

Other Fees

Late Fee (5 or more days past due)	\$15
Declined/insufficient funds charge	\$25
Hold fee (up to 3 months)	\$10
Change membership type fee (Change to Lower Membership)	\$25

Elite Membership (By invitation only)

Military and Emergency Responders Discount – 10% discount off all membership types

Discounts are non-combinable. Only greatest discount applies per person.

1. **Agreement** – This agreement is between OkiMoto LLC, and _____, Hereafter referred to as “member”. This agreement is entered on _____ (Month/Day/Year).

2. **Membership -**

- a. **Term Memberships:** Your first month at OkiMoto is prorated, contingent upon when this Agreement is initiated relative to the first of each month. Monthly Dues are only prorated once, upon initial enrollment with OkiMoto.
- b. **Term Membership Payments:** All term memberships and guest fees are collected via auto-debit (i.e., electronic funds transfer) from either a checking account, debit card or credit card. By providing your checking account, debit card or credit card information you allow FTX CrossFit to automatically withdraw dues and fees as they come due each 1st of the month.
- c. **Family Memberships:** Family is defined as spouse or children living in the same household. Only one member is allowed to satisfy dues. If a family membership drops to one member, the Dues change to the Individual rate in effect at that time.
- d. **Right to Modify Dues:** If you have a Term Membership, then OkiMoto may increase your Dues at the end of the term.

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3. **Three-Day Right of Rescission -** New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, OkiMoto will return to the member within thirty days all amounts paid less \$15 for usage of facility during those three days. To cancel, new members must inform OkiMoto in writing of their intent to cancel. Written intent to cancel can be delivered to OkiMoto in person or e-mailed to OkiMotoClub@gmail.com.

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4. **Availability of Facility -**

- a. **Class or by Appointment only:** OkiMoto does not provide an “Open Shop” facility. Members may use the facilities only during scheduled hours, scheduled events or by appointment. Operating hours are listed on our website at www.OkiMotoClub.com. OkiMoto reserves the right to change operating hours and/or class schedules at its sole discretion without any effect to this Agreement.
- b. **Limited Availability:** OkiMoto may close its Facility for seminars, certifications, maintenance, selected holidays and other hours based on municipal requirements. OkiMoto may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this Agreement. If no part of the Facility is unavailable for more than three (3) consecutive days (not including Sundays) for any reason but less than fifteen consecutive days (not including Sundays), except acts of nature, OkiMoto will extend your membership, without Dues, for the same period the Facility was unavailable. Should the facility become unavailable for more than fifteen consecutive days (not including Sundays) for any reason including acts of nature, then you may elect to cancel this membership effective the following 1st of the month. OkiMoto will not be responsible for refunding any membership fees paid, including advance payments up to 12 months. Any memberships that are paid for more than 12 months in advance will have the portion corresponding to a term beyond 12 months refunded.
- c. **Limited Use:** If you know or should know you have a problem that might prevent you from using OkiMoto (i.e., medical or family emergency, business travel, vacation, etc...) and you sign this Agreement; you agree that your membership is limited accordingly. However, because this is your choice, you still must pay your monthly dues as if you could use the Facility; there will be no carry-

over of monthly dues into subsequent months for any time unspent using the Facility in a previous month. See our Freeze Policy for Term Memberships and our Cancellation Policy for other options.

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5. **Freeze Policy for Term Memberships-** Members may put their term membership on hold, in one calendar month increments, for up to three (3) calendar months per year for a **fee of \$10 per freeze request**. Notice of freeze must be given to OkiMoto via e-mail OkiMotoClub@gmail.com at least 3 working days **prior to the first day of the month to be frozen**. Members will not be billed for membership during frozen months. Billing will resume automatically upon end of freeze. The current membership agreement will be extended by the number of months frozen.
6. **Late Payment / Declined Credit Card Fees -** A \$15 late payment will be due and payable for payments received past the 5th of the month. A returned check or declined credit card/debit card will result in a **fee of \$25**. Membership fees must be paid on or before the first day of the month. Members who are not current will not be allowed to enter the facility after the 5th of the month.

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7. **Cancellation of Membership by Member -** A member may cancel his/her membership at any time with at least a 30 day notice. Please remember partial months are not permitted. If a member cancels on or after the 2nd of any month, then a payment will still be due the following month on the 1st. There are no refunds for membership fees, and OkiMoto will not prorate a canceled membership, except for members that paid 6 or more months in advance. Those that paid 6 or more months in advance will be refunded ½ (half) of the amount remaining in full month amounts rounded down to the nearest month. (Example: Member paid for 12 months in advance and received two of those months for free for doing so. Member gives their 30 day notice to cancel the membership after 4 and a half months of training. If the member paid \$1,500 (\$150 x 10 months) in advance for 12 months' worth of membership, then 6 months would be eligible for a refund. 4.5 months plus 30 days would be 5.5 months, and this would be rounded to 6 months. The 6 months would be worth \$750. ½ (half) of this amount would be \$375. This member would then receive \$375 upon cancellation and be able to use the facility until the completion of the 6th month.)
8. **Lost Articles -** OkiMoto assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.
9. **Smoking, Alcohol, Food and Drink. -** No smoking cigarettes or electronic cigarettes (vape) anywhere within the facility. Cigars are allowed in designated areas at the specific times designated by managers (Must use ashtrays). Alcohol can only be consumed in designated areas within the facility. No alcohol is permitted to leave the premises.

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11. **Conduct** - OkiMoto will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. OkiMoto has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of any member engaging in unacceptable behavior.
12. **Damages** - Members shall pay for any damages to OkiMoto property which results from the willful or negligent conduct of member, member's guest or dependent children.
13. **Rules and/or Regulations** - Members who do not observe OkiMoto rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of OkiMoto's rules or regulations. Not all rules and regulations are listed in this agreement. OkiMoto reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by OkiMoto at any time without notice. OkiMoto's rules, conditions of membership and regulations are listed onsite and online at www.OkiMotoClub.com.

14. **Miscellaneous –**

- a. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties
- b. Member has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) Member has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Member certifies and warrants that he/she is 21 years of age or older and mentally competent to enter into this Agreement.
- c. If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.

15. **Billing -**

- a. This Agreement authorizes OkiMoto LLC to autodraft monthly membership fees each month without notification.
- b. Member will be billed immediately for any tools lost or broken. Any damage caused by the member will be billed directly to the member immediately after the member is quoted for said damages.

16. **Disclaimer -**

- a. OkiMoto LLC is not liable for any lost or damaged items, theft of personal possessions or any injuries.

17. **Limitation of Liability -**

- a. Member agrees to limit OkiMoto's liability arising from OkiMoto's professional acts, errors or omissions such that the liability of OkiMoto shall not exceed the total fees for services rendered.

WITNESS our signatures as of the day and date first stated above.

Applicant: _____

On behalf of OkiMoto LLC: _____