



Optimum Fitness & Rehabilitation Center

Fitness Center
2718 Lee Blvd
Lehigh Acres, FL 33971
Ph (239) 303-1501
Fax (239) 303-9297

MISCELLANEOUS INFORMATION, ACKNOWLEDGMENTS AND DISCLOSURES

This contract shall be for a period of 1 month and thereafter shall only be renewable monthly. Client reserves right to cancel contract at any time. Last month has been collected initially and contract will expire after 30 days of written notice. Any holder of this consumer contract is subject to all claims and defenses that 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. **SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THAT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA TO PROVIDE ANY SECURITY AND THERE MAY NOT BE OTHER PROTECTION PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.** You may cancel this contract if the club at which you enrolled goes out of business or moves its facilities more than 5 driving miles from its present location designated in this contract and fails to provide, within 30 days, a club of equal quality located within 5 miles of the club at which you enrolled at no additional cost to you. You may notify the company of your intent to cancel for the above reasons by sending or delivering written notice to your club of enrollment. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or after receipt of such showing, it may request the department to determine the sufficiency of the showing (Please note: this applies to any other cancellation options that the health studio may offer). You may cancel this contract if you die or become physically unable to avail yourself of a substantial portion of the services or if the services cease to be offered as stated in this contract. A physical disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. If you cancel this contract for either of these reasons, we may keep a portion of the contract price. If we require you to furnish identification upon entry to the club and as a condition of using our services, we shall provide you with the means of such identification.

BUYER'S ACKNOWLEDGMENT

By signing this agreement you acknowledge that:

1. This contract includes the terms and conditions on page 1 and 2.
2. You agree to make all payments in accordance with the above payment schedule.
3. You have received a completed copy of this contract and a copy of the seller's rules and regulation.

BUYER SIGNATURE _____ DATE _____

I understand that I have signed a contract/note. My failure to regularly attend and utilize Optimum Fitness & Rehabilitation Center does not relieve me of my obligations, regardless of the circumstances, to pay the installment note in full. I understand that, except that herein provided, that my membership is cancelable. If any installment is more than 10 days past due a late charge of \$15 may be assessed.

Lehigh Office
1415 Homestead Rd. N.
Lehigh Acres, FL 33936
Ph (239) 303-9100
Fax (239) 303-9101

N. Ft. Myers Office
13240 N. Cleveland Ave., Ste 9
N. Fort Myers, FL 33903
Ph (239) 652-9100
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