

Electronic Funds Transfer (EFT) Annual Contract

Agreement

This agreement is for an auto-renewal, electronic funds transfer contract with Crous Fitness LLC. (hereinafter "Iron Attic" By signing below, I agree to continue to have monthly membership fees paid through the banking or credit card account information provided on the completed Authorization Agreement for prearranged Payments (EFT Debits/CC) form for a period of not less than one year from today's date. Thereafter, the contract will be on a month to month basis as per completed Authorization Agreement for Prearranged Payments (EFT Debits/CC) form that will continue to be billed to the provided account number until I provide a completed, written cancellation notice to Iron Attic, LLC. Enrollment is subject to account verification. Banking/Credit Card account must be in good standing.

1. **Account Setup** – Member will be required to pay the first month of membership by check, cash, debit/credit up front at the time of signing up for membership. Unless otherwise arranged with the Iron Attic, LLC.
2. **Processing Fees** - Member will only be charged a \$1.50 fee every month at the time of payment transfer.
3. **Cancellation of Membership** – Iron Attic, LLC is authorized to transfer funds from your account for the period of your signed contract of 6/12/24 months. **Member will be liable for the full contract amount unless they have proof of moving away.**
4. **Insufficient funds** - If your automatic withdrawal is returned for insufficient funds Iron Attic, LLC will access a \$25.00 fee in addition to the fee your financial institution may require. If an automatic withdrawal is rejected by your financial institution for insufficient funds your monthly payment will be marked unpaid. You must send your payment directly to Iron Attic, LLC in the form of cash. You will also be responsible for paying the \$25.00 returned check fee in addition to your regular monthly payment to Iron Attic, LLC within 2 weeks. If no payment is received your membership will be terminated until payment is received in full.
5. **Hold Harmless** - Iron Attic, LLC shall be held free and harmless from and against any and all claims, demands, actions, suits, or expenses (including reasonable attorneys' fees), whether based on contract, negligence, or otherwise, as may arise out of any act or failure to act on the part of Iron Attic LLC or any agent. IN NO EVENT SHALL IRON ATTIC LLC BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES THAT YOU MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OF ANY PAYMENT EFFECTED OR NOT EFFECTED UNDER THIS AGREEMENT.
6. Adjustment to banking/credit card account, provided, however, that we confirm the new payment amount in writing at least 15 days prior to the charge to your banking account. You agree the payment change confirmation provided to you shall constitute adequate notice of payment change as such notice may be required by the Electronic Funds Transfer Act and Federal Reserve Board Regulation E.

I HEREBY ACCEPT AND AGREE TO THE TERMS AND CONDITIONS NOTED ABOVE.

Signature

Date

I authorize the Crous Fitness LLC as Iron Attic to charge the account indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only. I certify that I am an authorized user of this account and that I will not dispute the payment with my financial institution; so long as the transaction corresponds to the terms indicated in this form.

1166 US-27
Berne, IN 46711
260-849-4075
www.ironatticfitness.co



Authorization Form

I authorize Crous Fitness LLC to withdraw my membership fee on a monthly basis from the account listed below, in the amount specified. This authorization is to remain in effect for at least 12 months and until a written cancellation notice is given to Iron Attic, LLC. **PLEASE READ & SIGN REVERSE SIDE OF THIS FORM.**

Full Name on the Account: _____

Billing Address: _____ City, State, Zip: _____

Phone: _____ Email: _____

BANK ACCOUNT SET-UP:

Checking Saving

Financial Institution: _____

Bank Account # _____ Routing # _____

Date of Withdrawal: Please indicate by initialing below when you would prefer your monthly payment to be withdrawn: *note that weekends may result in an earlier or later withdraw date*

_____ payment will be withdrawn on the **5th of every month.**

_____ payment will be withdrawn on the **25th of every month.**

First Withdrawal Date: ____/____/____ Total Amount each withdrawal: \$_____

Current Member **(if current member no first payment or fee is due at sign-up)**

First Month Payment: \$45 or \$70 + \$20.00 fee = Total Due at Sign-up \$_____

Initial Payment Type: Cash Check # _____ Debit/Credit EFT Withdrawal