



MEMBERSHIP TYPE

PLATINUM

OPC #: 123456

CONTRACT: C00123456 MEMBER: ME00712345

Last name: Breault First name: Jim

Address: 123 Treadmill St.

City: Laval

Postal code: E0C 0N0

Home phone number: 514-123-4567

Emergency phone number: 514-123-4567

Email: jimbreaault@gmail.com

Date of birth: 01/01/2002

MEMBERSHIP DETAIL:

Duration: 12 months

Membership cost: \$x.xx

Credit: \$x.xx

Price freeze: \$x.xx

GST # 123 456 123TPS007: \$x.xx

QST # 123 456 123TVQ007: \$x.xx

TOTAL: \$x.xx

Start date: 04/15/2025 – End date: 04/15/2026

Notes: _____

I, the undersigned, agree to pay to the merchant indicated above, the sum of (\$x.xx).

POST-DATED PAYMENTS:

Number of x in the amount of: \$x.xx – Method of payment: x

☐ Semi-annual ☐ Monthly ☐ Biweekly ☐ Weekly – Starting on: 04/15/2025

The member hereby accepts that the amount due or the agreed payments to the merchant under the terms of the Payment Authorization Form signed or completed by the member via Internet shall be automatically debited from the member's credit card or bank account until paid in full. No refunds, suspensions or cancellations of payments other than those prescribed by law shall be permitted. In addition to any payment or remittance that the member is required to make under this contract, the member agrees and accepts that any increase in the goods and services tax (GST) and/or the Québec sales tax (QST) as well as any other similar tax that may be implemented or imposed in lieu of or in addition thereto by any governmental, paragonovernmental or taxation authority during the term of the contract and which the merchant is required or may be required to collect from the member in connection with any goods or services provided to the member under the contract or otherwise shall be automatically deducted from the member's credit card or bank account.

The member hereby accepts that the amounts owed or the payments confirmed in the authorization form signed by the member be automatically debited. No refunds, suspensions or cancellations other than those prescribed by law shall be permitted. If the tax rate prescribed by government authorities should change, amounts owed at the time of that change shall be adjusted accordingly.

OTHER TERMS

1. By becoming a member of Éconofitness, the member agrees to comply with the General Terms and Conditions of Sale, General Terms and Conditions of Use and Code of Conduct of Éconofitness available at www.econofitness.com as well as from their Member Account.
2. In consideration of payment for the selected membership, the merchant agrees to provide the member with access to its facilities and equipment for individual workouts, in accordance with operating hours and internal regulations. The member shall use the facilities and equipment in a normal and safe manner at the address where the contract is to be executed in accordance with the agreement reached between the parties and the type of membership chosen (see the list on our website at

www.econofitness.com or at the reception desk of an Éconofitness gym).

3. The present membership can by no means be assigned, transferred or sold.
4. To benefit from the price freeze option, you must renew your membership prior to the expiration of your current contract. You must also maintain the same type of membership. The price freeze shall apply to the cost of membership before discounts and taxes.
5. The member shall receive, at the email address indicated on the back of this contract, information relating to their Éconofitness account.
6. After the period provided for in the *Consumer Protection Act*, if the member wishes to terminate their contract before the end of its term, they must communicate their intention in writing to the merchant by filling out the termination form below, which is also available in their Member Account, and sending it by registered mail or handing it in person to the gym manager. The date the request was sent or handed in person to the merchant shall be considered as the reference date. The member also agrees unreservedly to pay the merchant a termination fee representing the cost of administrative fees to cancel the contract. In addition, the member agrees to pay for the equivalent of the days elapsed between the membership date and the termination date, as well as the value of items included as part of the membership package.
7. Members under 18 must declare that they have the consent of a parent or legal guardian, who has previously read and understood the terms and conditions for minors.
8. Éconofitness reserves the right to unilaterally modify the content of the services offered as part of the membership. In such cases, Éconofitness shall notify the member thirty (30) days before the modification takes effect, and the member may refuse such modification within thirty (30) days in writing. In the event of refusal, the membership contract shall be terminated without any fees, penalties or termination compensation for the member.
9. Éconofitness reserves the right to terminate the contract in the event of non-payment, non-compliance with the policies and terms and conditions, non-compliance with the code of conduct or any other breach of the regulations and laws in effect.
10. I declare to be in sufficiently good physical health or to have consulted a physician in order to ensure that I can participate in this type of physical exercise.
11. I authorize the merchant to obtain or share my personal information with any credit reporting agency for the purpose of establishing or verifying my financial status, if necessary.

CLAUSE REQUIRED UNDER THE CONSUMER PROTECTION ACT
(CONTRACT ENTERED INTO BY A MERCHANT OPERATING A FITNESS STUDIO)

"Clause required under the *Consumer Protection Act*.

(Contract entered into by a merchant operating a fitness studio)

The consumer may terminate this contract without charge or penalty before the merchant has begun performance of its principal obligation by sending the attached form or another written notice to that effect to the merchant.

If the merchant has begun performance of its principal obligation, the consumer may terminate this contract within a time period equal to 1/10 of the contract duration by sending the attached form or another written notice to that effect to the merchant. Such time period shall begin at the time the merchant begins performance of its principal obligation. In that case, the merchant may not exact from the consumer payment of any sum greater than one tenth of the total contract price.

The contract shall be terminated, without further formality, upon the sending of the form or notice.

Within 10 days following contract termination, the merchant must restore to the consumer the money owed to them.

It is in the consumer's interest to refer to sections 197 to 205 of the *Consumer Protection Act* (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur."

CQLR, 1981, c. P-40.1, r. 1, s. 47.

I have read both sides of the present contract and acknowledge receipt of a copy thereof.

Signed in: _____ On: _____
(city) (date)

For the merchant: _____
(signature) (employee name)

Client's name (or company's designated representative): X _____

TERMINATION FORM (SEE ABOVE NOTE)

To: ÉCONOFITNESS (Cie # _____) Date: _____

(merchant address)

Under section 204 of the *Consumer Protection Act*, I terminate the contract (# _____)
(number of membership card)

Entered into on: _____ in _____
(contract date) (contract location)

(consumer name) (consumer signature)

(consumer address)

Received on: _____ By: _____
(employee full name)