

## **ILLINOIS MEMBERSHIP AGREEMENT ADDENDUM**

1. This Illinois Membership Agreement Addendum (the “Illinois Addendum”) applies and is incorporated by reference into the Membership Agreement if the Member is a resident of the State of Illinois or if the Member’s home gym is located in the State of Illinois. The provisions of the Illinois Addendum control over any conflicting provisions of the Membership Agreement.

2. **All provisions, requirements and prohibitions which are mandated by the Illinois Physical Fitness Services Act (815 ILCS 645/1 et seq.) (“IPFSA”) and any subsequent amendments thereto enacted in the future, are hereby incorporated by reference into the Membership Agreement as if set forth therein. The IPFSA may be found at:**  
**[www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2376](http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2376).**

3. The Membership Agreement is subject to the IPFSA. The IPFSA contains requirements and prohibitions regarding the Membership Agreement and other requirements applicable to VASA. The IPFSA provides Member with certain rights regarding cancellation, charges, renewals, payments, refunds and other items and provides a private right of action to Member for a violation of the IPFSA and specifies remedies for violations. **Member should review the IPFSA which is available on the internet by clicking on the link in paragraph 2 above.**

4. Any amendments to the IPFSA are incorporated by reference into the Membership Agreement as of the effective date of the amendment.

5. In the event of the relocation of the Member’s residence to farther than 25 miles from the Member’s Home Club as specified in the Membership Agreement, and upon the failure of the Member’s Home Club to designate a center, with comparable facilities and services within 25 miles of the Member's new residence, which agrees to accept the original Home Club's obligations under the Membership Agreement, the Member may cancel the Membership Agreement and shall be liable for only that portion of the charges allocable to the time before reasonable evidence of such relocation is presented to the Member’s Home Gym, plus a fee of 10% of the unused balance of the Membership Agreement, or \$50, whichever is less.

6. A Member purchasing a plan at a facility which has not yet opened for business at the time the Membership Agreement is signed, or who does not purchase a Membership Agreement at an existing facility, shall have seven calendar days in which to cancel the Membership Agreement and receive a full refund of all monies paid. The Members's rights to cancel described herein are in addition to any other contract rights or remedies provided by law.