

BodyFuel Fitness Club Membership Agreement Terms and Conditions

1 Parties

Gargranja Int'l LLC, a Nevada limited liability company dba as BodyFuel Fitness (BFF) and you agree that by signing this agreement you purchased a membership or services and agree to all the terms in this agreement. You also agree to follow BFF's membership policies and any club rules. BFF may in its sole discretion modify the policies and any club rule without notice at any time. Club rules vary by location and all signs posted in a club or on the premises shall be considered part of the rules of BFF. The terms "You" and "BFF" include heirs, estates, agents representatives, officers, directors, shareholders, successors, affiliates and employees. Both parties make this agreement on behalf of, and it binds all these included persons and entities

2 Membership

2 (a) Nature of Membership: Your membership permits you to use BFF's premises, facilities, equipment and services as shown and limited by the membership identified on page 1. Your membership is non-transferable by you and gives you no rights in BFF, its management, property or operation. BFF may assign or transfer your membership in its sole discretion. BFF can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, or facilities is valid only at the club of enrollment, unless otherwise noted. It is your responsibility to notify BFF of any change in your address or phone number.

2 (b) All-Club Privileges: Currently BodyFuel Fitness operates one location on Disc Dr in Sparks NV Your membership privileges are limited to those benefits identified on page 1, and you are entitled to use only this facility covered by your membership. In the future BodyFuel Fitness, reserves the right to operate additional clubs, different levels of clubs with various amenities and/or associated and/or affiliated clubs. BFF reserves the right to charge an extra fee and/or extra dues for your use of additional facilities not included in your type of membership or your All-Club access level or for any facility with additional services and/or amenities than those offered at the time you enrolled.

2 (c) Corporate Memberships: You must be a current employee of a participating company and eligible under the company's guidelines to enrol under a Corporate membership program. In the event that you are not currently employed or cease being a current employee of a participating company, BFF reserves the right to immediately terminate your membership and/or require you to pay the full regular price of Initiation Fees, Processing Fees and monthly dues.

2 (d) Membership Freezes: BFF will only freeze your membership if you qualify under BFF, Membership Freeze Policy set forth in the membership policies. To be eligible for a membership freeze you must be in good standing with all Initiation Fees and Processing Fees paid and you must be current on your monthly or prepaid dues. A reduced monthly fee, or one time processing fee may be required to maintain an authorized freeze.

3 Financial Policy

3(a) Dues and Fees. You agree to pay the dues and fees on page 1 and 2. If you are under 18, BFF requires an adult to guarantee payment. BFF immediately earns the Processing Fees and Initiation Fees and may retain 30% of the membership fee on cancellation by you when you buy your membership, including any and all paid amounts or unpaid portions which are to be paid according to a payment plan. These fees and any prepaid monthly dues are non-refundable, except as stated in Section 6 of this agreement. Whether or not you use the facilities, you must still pay your monthly dues. You agree to pay BFF administrative fee for any returned check, or debt problems, such as non-sufficient funds, closed account, frozen or declined credit or similar circumstances. The current fee is \$25.00, but is subject to change at BFF's discretion without prior notice.

3(b) Family & Couple Membership: Whether you bought a couple (2 members), or family (3 or more members) membership, one member only pays all the dues. If a family membership drops a member, the total dues will be reduced by the lowest rate membership in the family membership. If a family membership of three members drops to two members, the dues change to the couple rate in effect at the time of the drop. If a family or couple membership drops to one member or any member wants to pay his or her own dues, the dues for that member change to a single rate in effect at the time of the drop. If the member responsible for paying the family or couple dues fails to timely pay the dues, another member must make arrangements to pay the dues, or BFF has the right to terminate all memberships. BFF will accept notice of a change of status (in writing) only from the member whose status has changed.

3(c) Renewals. All renewals will be for a 12 month period only.

3 (d) Right to Increase Dues. If you have a Monthly Membership, BFF may increase your monthly dues once per calendar year. The increase will be calculated at not more than five percent (5%) of your then current monthly dues. Any such increase will not occur during the first three 3 months of your membership. Your EFT date will not change. If you have a prepaid membership, BFF will not increase your Initial Annual Renewal Amount on page 1 of this agreement, but may increase all subsequent annual renewal amounts. BFF will send you notice of your new annual renewal amount each year thereafter prior to the end of your then current term.

3 (e) Charges & Taxes. If you or your guest incur any BFF charges for goods or services made available that could include, without limitation, tanning, illness services or similar services, you agree to pay for them according to BFF's rates and practices then in effect. BFF has the right in its sole discretion to add any utility charges or surcharges to your prepaid dues and monthly EFT dues.

3 (f) Automatic Fees: You hereby authorize BFF for an eft payment for the following:

Any and all memberships have an annual club fee of \$29.95 per member or \$79.95 for "All in the Family" membership kind. (including, and not limited to family add-ons) which is due on March 2nd each calendar year for join dates from November 1st – January 31st, or June 2nd each calendar year for join dates from February 1st – April 30th, or September 2nd each calendar year for join dates from May 1st – July 31st or December 2nd, each calendar year for join dates from August 1st – October 31st

3 (g) Automatic Monthly Deductions & Timely Payments: You have full control over the method of preauthorized payment that you have selected ("EFT"). You also have full control over the EFT and can stop it any time by notifying BFF at least 30 days before your EFT date, in writing, or by notifying your bank, or credit card company to stop. You are responsible for notifying your bank of any error that appears on your bank or credit card statement in a timely manner. You may be responsible for an ACH Debit (checking, savings or debit card) if you have not provided your bank the required notice before a scheduled transfer. You must notify BFF within 60 days of a claimed EFT error on your bank statement or credit card statement. If you claim your EFT was not stopped when you told BFF, you must have written proof or BFF will not reimburse you for EFT deductions which you claimed should not have been deducted. If your EFT ends for any reason, your membership may be immediately suspended at BFF's election. You will have 30 days from the date your EFT ends to reinstate your original EFT authorization or provide a substitute EFT authorization. Alternatively, within 30 days from the date your EFT ends, you can prepay your membership for a minimum of 12 months at the rates then in effect and in accordance with BFF's policy on prepaid memberships. If you prepay your membership, the terms applicable to prepaid membership in this agreement will apply to your membership. Upon reinstatement, all past due amounts, including any administrative fees will be electronically deducted or you must pay all past due amounts at the time of reinstatement if prepaying. If you have not provided a valid EFT or prepaid your membership within the 30 days, your membership will terminate. If your membership terminates because your EFT ends and you have not reinstated your EFT or prepaid your membership, the terms of Section 6(k) will apply.

3 (h) Failure to Provide Documentation for Automatic Monthly Payments. If your EFT does not begin because you fail for any reason to provide the information for processing the EFT, BFF may immediately suspend your membership and terminate your membership in accordance with the procedures set forth in Section 3 (f) above All Initiation Fees and Processing Fees are non-refundable unless specifically stated otherwise in Section 6.

3 (i) Fee for Copy of Agreement: You acknowledge that you received a copy of your agreement at the time you signed up. If you lose or misplace your agreement you agree to pay an administrative fee of \$15.00 for each additional copy you request from BFF. To obtain a copy of your agreement contact Member Services at 1-888-824-2331 or in writing to BodyFuel Fitness 16969 N. Texas Ave Suite 500, Webster Texas 77598 Attn: Member Services Membership Copy.

3(j) Fee for replacement of lost or stolen card: \$ 10.00

4 Facilities and Services

4 (a) Description and Services and Hours of Access: Not all facilities or services are open or available 24 hours a day. Your membership with BFF shall include access to the facility or facilities to which you purchased, including the cardiovascular, strength and conditioning equipment. BFF also provides a number of group exercise classes some of which are optional services and may require a charge. Your access days are indicated in the Membership Section on page 1. Your clubAccess membership level does not include, kids club, unlimited guest privileges, or group classes, an optional service and subject to a separate agreement with BFF. clubBonus has the option for only one of the following: guest privileges, kids club (one child only) or group classes. clubComplete includes unlimited guest privileges, kids club (one child only), and group classes. Other optional services requiring additional fees include, but are not limited to, personal training, towel service, basketball leagues, class fees, class reservation fees, tanning, kids club, or executive lockers. BFF reserves the right to charge a separate participation or reservation fee for such optional services if such optional services are offered at all.

4 (b) Changes in Equipment or Classes: BFF reserves the right at any time to make reasonable changes to the type or quantity of group exercise classes and equipment offered and alter the hours of operation, and to amend the cost of, add, modify and/or eliminate any program, facility, activity, class or service in BFF's reasonable discretion. Classes and equipment are available subject to demand. Any of the facilities or services, including but not limited to classes, equipment, tanning, basketball, saunas, and whirlpools may have limited hours or may be discontinued altogether at any time and may be offered on a "first come first serve basis."

4 (c) Temporary Closures: BFF regularly closes on a temporary basis its facilities (or portions of its facilities) for maintenance, selected holidays, and other hours based on municipal requirements and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable. If your club of enrollment is forced to close or partially close by events or occurrences beyond BFF's control, such as, by way of example, acts of God, fires, floods, windstorms, explosions, riots or unrest, natural disasters, wars, sabotage, acts of terrorism or action by any lawful authority (Unforeseen Events), you will not be entitled to a refund, dues credit or to terminate your membership. However, if your club of enrollment is forced to close or partially close for more than 30 days by Unforeseen Events, then BFF will extend your membership, without dues, for the same period your club of enrollment was closed or completely unavailable, but only if there is not another club within 25 miles of your club of enrollment. If BFF closes your club of enrollment for more than ten (10) consecutive days for any reason not caused by Unforeseen Events, BFF will credit the term of your membership for any days beyond ten (10), but only if there is not another club within 25 miles of your club of enrollment.

4 (d) Independent Contractors / Personal Training: BodyFuel Fitness may make the services of independent contractors available to Member and or Member's guests. BodyFuel Fitness does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to Member or Member's guests for any period of time. This may include but not limited to personal trainers. Any money paid to an Independent Contractor is between you and the Independent Contractor.

5 Representations

5 (a) Physical Conditions and No Medical Advice: You represent that you are in good physical condition and have no medical reason or impairment that might prevent and have no medical reason or impairment that might prevent you from your intended use of BFF's facilities. You acknowledge that BFF did not give you medical advice before you joined. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the facilities.

5 (b) Limited Use: If you know or should know you have any problem that might prevent you from using all of BFF's facilities and you sign this agreement, you agree that your membership is limited accordingly. However, because it's your choice, you still must pay your dues as if you could use all the facilities.

5 (c) Liability for Property: BFF is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around BFF's premises including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to BFF's facilities, you are liable to BFF for its cost of repair or replacement.

5 (d) Entire Agreement & Enforcement: You acknowledge that neither BFF, nor anyone else, made any representations nor promises upon which you relied that are not stated in this agreement. Handwritten changes to this agreement are not valid. This document contains the entire agreement between you and BFF and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If BFF does not enforce any right in this agreement for any reason, BFF does not waive its right to enforce it later.

5 (e) Registration: BODYFUEL FITNESS HAS REGISTERED WITH THE CONSUMERS AFFAIRS DIVISION OF THE DEPARTMENT OF COMMERCE AND SECURITY CALLED FOR BY NEVADA LAW, CHAPTER 598 AS AMENDED, HAS BEEN OBTAINED AND DEPOSITED WITH THE DIVISION PURSUANT TO SECTION 598.946 OF SAID Registration: GARGRANJA INT'L LLC DBA : BODYFUEL FITNESS

Cancellation - Termination - Refund

6 (a) Your 3-Day Cancellation Right: You, the buyer, may cancel this agreement at any time prior to midnight of the third day after the date you received a copy of this agreement. To cancel this agreement, mail or deliver a signed and dated notice, to BFF which states that you are cancelling this agreement, or words of similar affect. Such notice shall be sent to: BodyFuel Fitness, 1264 Disc Dr. Sparks NV. 89436. BFF will refund all the money you paid, including your Initiation Fees and Processing Fees, within 15 days of when BFF receives written notice in the manner described above.

6 (b) Cancellation Rights & Refund: Initiation Fees and Processing Fees and last month's dues are non-refundable, except for 3-day cancels above or unless specifically stated otherwise below. You may cancel this agreement and receive a refund of unused prepaid dues or unused fitness services if you qualify as follows:

You Are Disabled or You Die: Your disability must physically prevent you from using the club's facilities and a licensed physician must verify this fact in writing. In case of death, your estate must provide written evidence. In either case, BFF will refund any unused prepaid dues and a pro rata refund of your Initiation Fee if you are entitled to cancel within your initial term.

You Move (pre-paid memberships only) Your move must be more than 25 miles from your club of enrollment and BFF is unable to transfer your membership to another facility within 25 of your new residence. You must provide written evidence of your move. (Acceptable proof that you agree to provide is a municipality or utility bill in your

name, or a tax return that shows your new address as primary residence. If there is another club within 25 miles of your new residence, your membership will be transferred to that club and you are not entitled to a refund. If BFF is unable to transfer your membership, BFF will refund your unused prepaid dues and deduct a move fee of \$100 or a move fee of \$50 if more than half of your prepaid membership has expired.

Notice & Effective Date: You (your estate) must send written notice and proof of the event, along with your membership ID card. Membership(s) cannot be cancelled by phone or verbal communication. Cancellation is effective as of the date of the event. If your notice is late or lacks proof, BFF may set the effective date when BFF receives the notice. Such notice shall be sent to:

BodyFuel Fitness c/o Member Services 16969 N. Texas Ave Suite 500, Webster Texas 77598 (certified mail is suggested) Additional information about cancelling is available at www.bodyfuelfitness.com and by calling Member Services at (888) 824-2331

6 (c) Termination of Monthly Membership and Monthly Membership out of term, if you have a Monthly Membership (MM), you understand that the minimum term of your MM, consists of the prorated days plus 30 days after termination. Your EFT days terminate 30 days after providing notice to BFF as stated above in 6b. To cancel, Member must provide notice at least thirty (30) days prior to their next bill date; pay the next scheduled monthly dues payment; relinquish Membership Card; and pay in full any unpaid dues or indebtedness incurred prior to the cancellation date. The MM, ends 30 days after termination of your EFT days. BFF will apply your prepaid last month's dues, to the 30 days after your EFT days and your access will continue through the term of your membership. All monthly fixed term memberships continue on a monthly basis after the initial term until BodyFuel Fitness receives notice of cancellation

6 (d) Termination of Fixed Term Membership: If you have a fixed term membership, you may not terminate it during the fixed term (or get a refund), unless specifically stated otherwise in Sections 6 or. If you do not renew your fixed term membership by the renewal date, your fixed term membership automatically expires and you are not entitled to the initial annual renewal rate.

6 (e) Early Termination of Monthly Fixed Term Membership. Member has option to terminate agreement prior to conclusion of term, and prior to going to collections by paying an early cancellation fee. Member must be current, and in good standing with no past due balances owed. If less than one year remains on term, a cancellation fee of \$59.00 is due on a single membership, or \$99.00 on a couple/family membership. If greater than one year remains, an early cancellation fee of \$99.00 is due on a single, or \$179.00 on a couple/family membership.

6 (f) Termination of Prepaid Fitness Services Agreement: If you have a prepaid Fitness Service agreement, you may not terminate for any reason except those described in 6. BFF immediately earns all fitness service fees which are non-refundable. If you are entitled to a refund under Section 6, your refund is limited to unused sessions. If you received a gift with purchase or purchased any item with your fitness service agreement, your refund shall be reduced by the corresponding purchase price or value of any gift if the item is not returned unopened at the time you request your cancellation.

6 (g) Termination for Cause by BFF: BFF may, at its option, terminate your membership if (1) you fail to complete all signature lines and required initial blocks, (2) you fail to make timely payments under any payment plan, (3) any monthly payments or dues are late, (4) the monthly EFT payments or dues are interrupted or discontinued for any reason and you or your cosigner do not provide an acceptable alternative, (5) you fail to follow any of BFF's membership policies or club rules or violate any part of this agreement, or (6) your conduct is improper or harmful to the best interest of BFF or its members. Termination is effective on the date BFF mails a written notice to your last known address. You are liable for all financial obligations until that date.

6 (h) Termination without Cause by BFF: BFF reserves the right to terminate your membership for any reason not stated above and if not prohibited by law. If BFF does so terminate your membership, it will mail a termination notice to you and refund any unused prepaid dues.

6 (i) Termination on Club Closure: If BFF cannot transfer your membership upon a permanent club closure to another club within 25 miles of your club of enrollment, this agreement ends 30 days later. As such, you will not have to pay further monthly dues and BFF will refund any unused prepaid dues. You are not entitled to a refund if BFF can transfer your membership to another club within 25 miles of your club of enrollment.

6(j) Termination on Cancellation of Ancillary Agreements: BFF may, at its sole discretion, cancel all agreements, including your membership agreement, if you cancel any related agreement, such as an agreement for fitness services which were concurrently purchased with your membership agreement. If you terminate your monthly membership or your prepaid membership expires and you want to rejoin, you must buy a new membership at the then current rates.

6(k) Effect of Termination & Financial Obligation: Upon cancellation or termination and after the required notice period, your right to use BFF's facilities ends after all paid dues including last month's dues have expired and BFF can deny you access to any or all BFF's clubs. If you owe BFF money when your membership ends, you still owe the money, and BFF will deduct it from any refund you might have coming. If there is not enough money to cover the debt in the refund, you must pay the balance. If you terminate your monthly membership or your prepaid membership expires and you want to rejoin, you must buy a new membership at the then current rate.

7 Financial Obligation & Collections

7(a) Collection Agency: I understand that if I do not pay my account with Gargranja Int'l LLC dba BodyFuel Fitness (BFF) in full that my account may be assigned to a collection agency for collection.

7(b) Collection Agency Fee: I understand that if my account is assigned to a collection agency that the collection agency will charge a commission or fee that may be as much as 50 percent of the amount I owe to BFF. I agree that if my account is assigned to a collection agency, that BFF may add the amount of the collection agency's commission or fee to the amount that I owe BFF, and I agree to pay that additional amount. I understand that the addition of a collection agency's fee or commission to my unpaid balance may well result in my owing a sum substantially in excess of the amount owed under my membership agreement with BFF. I understand, for example, that if the unpaid balance that I owe BFF is \$500.00 that BFF may add up to \$250 to my account, and I agree to pay the sum of \$750.00 is such event.

7(c) Attorney Fees/ Court Costs I understand and agree that in the event legal action is commenced to enforce my financial obligations hereunder, that I will pay court costs and reasonable attorney's fees.

8 Limitation of Liability:

Unless controlling legal authority requires otherwise, any claim is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.