

ADDITIONAL TERMS AND AGREEMENTS

1. In addition to terms in this agreement, all signs or notices placed in the Studio shall be considered as rules and regulations of the Studio which all Members must follow. The Studio may also adopt additional rules and regulations at any time in its sole discretion. Any notice to Members shall be considered duly given when either personally delivered or mailed to the Member at the address on the membership agreement, or if posted in the Studio.
2. Unused or pre paid sessions are non refundable; Cancellations require a \$25 fee. This fee will be waived and partial refund will be provided based on total number of sessions purchased vs. total number of sessions used contingent upon the following:
 - a. A medical circumstance requiring a physician's note.
 - b. The member is moving outside a 25 mile radius of the Studio.
 - c. Transfer of sessions to family members ONLY is permissible provided that a or b (above) has been verified. Refund is not provided, rather family member takes possession of existing contract. A \$25 transfer fee is applied .
3. Member may freeze sessions up to 3 months with a one-time \$25 freeze fee for a medical circumstance requiring a physician's note.
4. Except for the terms of this agreement other charges or fees for services and facilities are subject to change in the sole discretion of the Studio.
5. In the event of a temporary or permanent Studio closure for any reason, the Studio in its sole discretion may transfer this membership agreement to any other facility within 25 miles of the closing Studio for the remainder of the membership term or any other temporary period of time.
6. Any Member who is loud, offensive, or bothersome to other members or Studio staff may be suspended or expelled from the Studio. In the event of such suspension or expulsion, the unused portion of any prepayment or advanced payment by the Member shall be forfeited to the Studio.
7. The hours of operation are posted at the Studio and are subject to change by the Studio.
8. There will be no smoking on the Studio premises at any time.
9. All Members and guests must register at the front desk before entering the Studio. All guests must execute a waiver/release of liability and indemnify agreement, and all guests must pay the designated guest fee established by the Studio. All guests must follow all rules and regulations of the Studio. Former members and members restricted from the Studio may not enter as a guest. Members are responsible for their guests. Guests may not participate in Personal Training but may observe.
10. Members must sign in upon entering the studio; all Sessions used will be updated on the member portal for member to view.
11. Studio services may only be used by Member's in good standing. A Member whose membership has expired or is in default may not use the Studio's facilities.
12. There shall be no solicitation in the Studio or in the parking lot.
13. Members must wear shirts (covering the chest and back) at all times in the Studio.
14. Footwear, i.e. tennis shoes or aerobic shoes, must be worn at all times in the exercise areas as well as the entire Studio. Open toed footwear is not allowed.
15. Members must be properly attired in standard workout clothes, i.e. leotards, gym shorts, jogging shorts (while in the exercise areas).
16. There shall be no yelling, screaming or profanity in the Studio.
17. It is recommended that Members consult the Studio's fitness professionals for proper use of the equipment.
18. Please return weights to the proper racks when finished.
19. It is the responsibility of the Member to use a spotter when using heavy weights.
20. There should be no littering or leaving debris on the gym floor.
21. Members who sweat profusely should use towels to clean up the gym equipment when they are done using the equipment.
22. The Studio retains the right to increase monthly dues to include the amounts of any future increases in state sales tax.
23. No dropping the weights.
24. The Studio is not responsible for items left by member.
25. No personal belongings (i.e. gym bags, purses, extra clothing, etc.) are allowed on the workout floor.
26. No member shall perform personal training services on the premises, nor shall any member solicit such services from anyone who is not an employee of the Studio. No member shall bring any individual to the premises to perform personal training services.
27. The Studio reserves the right to refuse anyone who is not properly attired, personally clean, or acting inappropriately.
28. Children under the age of 12 are not permitted in the Studio unless directly supervised by a parent, guardian, or personal trainer. Children 12 years old or older may become a member so long as their parent or legal guardian execute all necessary membership agreements and/or other required documentation.
29. Member must sign for each session at the time of workout.
30. The Studio reserves the right to provide a substitute trainer in the event that the original trainer is unable to conduct the workout for any reason. The substitute Instructor will be certified in Personal Training.
31. A 24-hour cancellation is required; otherwise the member will be charged for the missed session.
32. The terms and conditions of this agreement expire at the date stated on the front of this agreement. After the expiration date the Studio reserves the right to terminate this agreement regardless of unused sessions.

Member Initials _____