

FITNESS ON THE RUN CLIENT AGREEMENT

This Agreement outlines the terms and conditions related to your purchase of services from Fitness on the Run (FOR). By signing this Agreement, you (Client) are agreeing to comply with all of the terms within the Agreement. Please take time to read the Agreement in its entirety and contact FOR if you have any questions about these terms and conditions prior to signing the Agreement.

Commencement and Term

This Agreement shall be in effect from the date it was signed by the Client. The terms and conditions of this Agreement shall govern the provision of services purchased by the Client from FOR. Additionally, the Client agrees that the Agreement will be renewed and shall apply to any subsequent purchase of services by the Client from FOR.

Mutual Commitment

When you become a member of the FOR community, you are making an effort to improve your health. We believe in a mutual commitment for the duration of your relationship with FOR. FOR commits to the following items:

- 1) All FOR professionals will be prepared and dedicated to tailoring a fitness plan to your specific needs
- 2) Obtain the best professional certifications
- 3) Keep apprised of the latest research on issues related to exercise and wellness
- 4) Maintain a clean training environment
- 5) Promise to keep all personal and health related information confidential
- 6) Be accessible to you in the event you have difficulty with your program, your trainer or other aspects of your FOR experience
- 7) Ensure safety
- 8) If we notice that you experience an occasional plateau or become less committed, we will make every effort to reinvigorate and inspire you.

Below is your commitment to FOR:

- 1) Arrive on time, if not early. Understand that sessions end at 50 minutes past the hour.
- 2) Come prepared for your session – be well rested and have the right fuel in your body so you can give 100%.
- 3) Focus on your session — your form and intensity are important factors to your success and safety.
- 4) Make a nutritional commitment – we believe that in order to have a healthy lifestyle, nutrition and exercise go hand in hand. What you eat and how much you eat is critical to success. See FOR Nutrition Guidelines for more information.
- 5) Do not interrupt others' sessions.
- 6) Help us keep the gym clean and tidy -- throw away your trash, empty and place your water bottle on the shelves provided and place your towel in the hamper.
- 7) If you cannot attend a session, please notify your trainer or Margaret Smith as soon as possible.
- 8) Adhere to the FOR scheduling policy. Submit your schedule to Margaret Smith (margaret@fitnessontherun.net) by the 18th of each month. In addition, familiarize yourself with the online scheduling system so that you can adjust your schedule.

Trainer Availability

It is FOR's philosophy that our personal training Client's work with at least two Trainers to maximize scheduling flexibility and to provide variety for your workouts. You will find that FOR trainers have the same fitness and wellness philosophy but different styles. We encourage our Clients to work with as many Trainers as possible.

Personal Training/Class Packages and Payment Policy

Clients may choose to purchase personal training services in packages of 12, 24, or 50 sessions. 50 minute single sessions and 30 minute single sessions may also be purchased. FOR's 2-\$100 introductory package is only available to clients new to FOR. Personal training session packages must be completed within the following schedule. Exceptions to the below schedule requires approval from FOR management.

Single Sessions and 2 - \$100 sessions – must be booked and completed within one month

12 sessions – must be booked and completed within three months from the date of the first training session

24 sessions – must be booked and completed within six months from the date of the first training session

50 sessions – must be booked and completed within twelve months from the date of the first training session

Additionally, the Client may choose to purchase class packages. All class packages are valid for one calendar month. Class sessions not used by the Client during the calendar month will not be transferred to another calendar month.

- Upon choosing a personal training or class training package, the Client becomes responsible for and agrees to pay the entire package amount.
- FOR reserves the right to increase package rates annually.
- FOR allows spouses to share personal training sessions from any package purchased by the Client, subject to the time lines described above.

FOR offers the following payment plans for personal training packages for our client’s convenience:

2 Sessions – New Client Introductory Package:

- Full package price is due at or before the first training session.

Single Session:

- Payment is due at or before the training session unless alternative arrangements have been approved by the Business Manager.

12 Sessions:

- Full package price is due at or before the first training session, or
- 1/2 of the total package price is due at or before the first training session; and 1/2 of the total package price is due on the 1st day of the following month, unless an alternative arrangement is made with the Business Manager.

24 Sessions:

- Full package price is due at or before the first training session, or
- 1/4 of the total package price is due at or before the first training session; and 1/4 of the total package price is due on the 1st day of the following month; and 1/4 on the first day of each subsequent month until paid in full, unless an alternative arrangement is made with the Business Manager.

50 Sessions:

- Full package price is due at or before the first training session, or
- 1/6 of the total package price is due at or before the first training session; and 1/6 of the total package price is due on the 1st day of the following month; and 1/6 on the first day of each subsequent month until paid in full, unless an alternative arrangement is made with the Business Manager.

FOR accepts cash, credit card (Visa and MasterCard) and checks for payment.

- FOR offers an automatic credit/debit card payment plan.
- A 1.5% transaction fee will be applied to personal training packages paid with a credit/debit card.
- When paying under a payment plan, the 1st installment is due at or by the 1st session. All subsequent payments under the payment plan are due on the 1st of the month.
- Payments not received by the 5th day of the month in which payment is due will be assessed a \$25.00 late fee.
- For each check returned to FOR due to insufficient funds or otherwise not honored by Client’s issuing institution will result in the Client being assessed a \$25 service fee. Such fee is in addition to the amount of the check for services.
- FOR reserves the right to refuse to book personal training sessions or classes for individuals whose accounts at FOR are not in good standing.

Should the Client fail to pay any part of the amount due to FOR, the Client agrees to pay all costs of collection, including but not limited to Collection Agency fees, court costs and reasonable attorney’s fees.

Automatic Payment Plan:

I authorize Fitness on the Run to deduct payment from my account on the 1st of each month in accordance with the payment plans described above.

Credit Card Type: (circle): Visa MasterCard

Credit Card Number: _____ Expiration Date: _____

Signature: _____

Cancellation Policy

The Client may cancel his/her package if he/she moves more than 40 miles from the FOR location. FOR will refund the client the amount for any sessions for which the Client has actually paid but cannot use as a result of the relocation. We ask that the Client give fifteen (15) days written notice to FOR prior to move date. Failure to give the required fifteen (15) day notice can forfeit any refund.

The Client may also cancel his/her package due to a medical condition. FOR will refund the Client the amount for any sessions for which the Client has paid but will not use as a result of the medical condition upon receipt of a written statement from a physician stating that the Client needs to discontinue.

Early Cancellation of Session/Class – The Client may cancel his/her appointment not later than 24 hours prior to his/her appointment by notifying the FOR trainer or management through FOR’s website scheduling system, a telephone message or e-mail to the trainer (trainer's first name@fitnessontherun.net) or Margaret Smith (margaret@fitnessontherun.net). Please do not text any trainer. The canceled session or class may be rescheduled, ideally for the same week in which it was originally scheduled. Class sessions must be rescheduled and used in the same calendar month.

Late Cancellation of Session/Class - Client cancellations less than 24 hours before the scheduled session is a late cancellation unless the Client reschedules the personal training session for another time within the same calendar week. Late cancellations will result in a deduction of one personal training session/class. Generally, FOR will treat cancellations caused by illness, a child’s illness, school closures resulting from inclement weather or other emergencies (as determined by FOR) as early cancellations. However, if illness repeatedly results in late cancellations, FOR reserves the right to charge the Client a personal training session or class for the late cancellation.

Client No Show for Personal Training – In the event a client must cancel a personal training session, the Client must communicate by e-mail or telephone message to a FOR trainer or management by the beginning of the hour in which the personal training session was to occur. Failure to do so will result in the Client being considered a “no show”. After the third no show, 2 sessions will be deducted from his/her package for each subsequent no show. Trainers will contact the Client if the Client has not arrived 15 minutes after the session was scheduled to begin. If a trainer has not received word from the Client concerning the session, after 15 minutes have passed the trainer may leave the gym.

Referral Program

Thanks to the positive recommendations to your friends and families, our clients have helped build FOR from the ground up. To show our appreciation, we have developed an exciting referral program. When you invite a friend to come train or attend a class at FOR (with you or separately), we will reward you with a gift. Additionally, when a friend or family joins the FOR Community, we will reward you with a monetary gift.

Inclement Weather

FOR reserves the right to cancel personal training sessions and classes due to inclement weather. FOR will notify clients by e-mail or through a posting on its website when sessions and classes are cancelled because of weather.

Term of Agreement

FOR may terminate this Agreement at any time for any reason (or no reason) upon written notice to the Client. Client will receive a refund for any unused sessions or classes not used from the agreed upon package.

Assignment

This Agreement and Packages cannot be transferred or assigned by the Client to a current or potential Client except with prior written consent from FOR.

Disclaimer

- All forms of exercise are stressful to your body.
- If the stress is insufficient, you won't hurt yourself, nor will you improve your fitness levels.
- If the stress is excessive, you may become injured.
- If the stress is optimal, you will improve your fitness levels without incurring damage to your body, therefore:
- If you know or suspect that you have an injury or health condition, it is your responsibility to seek qualified medical supervision & clearance before initiating any exercise program.
- If an exercise causes pain and/or swelling, discontinue immediately and consult qualified medical supervision for diagnosis & treatment.
- If you notice damaged equipment and/or facilities, please notify your trainer.
- FOR will take every possible precaution to ensure your safety, however, ultimately you are responsible for your own well-being. If in doubt, err on the side of caution.
- Finally, if you ever feel like you're on the verge of injury during any particular exercise(s), be safe and use some good decision-making.

Entire Agreement

This Agreement supersedes all prior Agreements that FOR may have entered into with Client in relation to this subject matter and constitutes the complete Agreement between the parties relating to FOR's engagement to provide personal training services, group classes, programs and workshops to the Client.

No modification of this Agreement shall be effective unless it is in writing and signed by both the Client and FOR.

Client:

FOR:

Signature

Signature

Print Name

Print Name

Date

Date