



## FITLAB Pilates Membership Agreement

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

This Agreement is between \_\_\_\_\_ (the "Member") and Plant Powered Pilates LLC (D/B/A FitLAB Pilates) for \_\_\_\_\_ for \$ \_\_\_\_\_ / month.

Contract Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Contract Duration and Automatic Renewal:** Contract begins on Contract Start Date, with automatic renewal for subsequent months, unless cancelled by either client or FitLAB Pilates with notification of 30 days in advance of the next billing date.

**Agreement to Pay Recurring Fees:** Member agrees to pay FitLAB Pilates monthly recurring fees as stated above via Member authorized automatic credit card. Alternatively, Member may prepay six or twelve months in advance via any credit card or bank check. Payment in monthly increments by any means other than Member's credit card is not allowed.

**Scheduling:** Members must pre-register in order to be guaranteed space at preferred times. FitLAB Pilates cannot guarantee space on a drop-in or make-up basis.

**Rollover:** Member sessions are good for a period of 90 days from the billing date. If sessions are not used in the month they are billed, they may be used at any time up until their expiration date, subject to space availability. All rollover sessions expire on the date the contract is terminated.

**Suspensions:** Membership contracts may be suspended for a 1 month period when written or email notice is given at least 10 days in advance of the next billing date. During suspension, members may use unexpired rollover sessions to pay for drop-in classes. Members may also pay the regular drop-in rate for additional classes while their accounts are suspended. Suspended accounts cannot be terminated: an account must return to active billing before a cancellation can be processed. Two 1-month suspensions are allowed per 12 month period, calculated from the Contract Start Date.

**Class/Session Cancellation Policy:** Members must cancel online or email cancellations to [Kate@fitlabpilates.com](mailto:Kate@fitlabpilates.com) at least 12 hours in advance of a class and 24 hours in advance of a private session to avoid being charged for the session. If you discuss the cancellation with us verbally in the studio, please email to confirm.

**Contract Cancellation:** Member contracts may be cancelled by either the client or by FitLAB Pilates, with email notification 30 days in advance of the next billing date; unless member is in violation of Studio Policies at which time FitLAB Pilates reserves the right to terminate the membership immediately.

*You May Cancel This Contract Without Any Penalty or Further Obligation by Causing a Written Notice of Your Cancellation to be Delivered in Person or Postmarked by Certified or Registered United States Mail Within Three (3) Business Days of the Date of This Contract or the Date of Your Receipt to the Address Specified in the Contract.*

**Transfer and Assignability.** This membership may not be transferred by Member. This Agreement may be assigned by FitLAB Pilates, without consent of the other party, to an affiliate or subsidiary or to any person that acquires all or substantially all of the assets of FitLAB Pilates.

Please read and sign below. (a) I agree to purchase \_\_\_\_\_ for \$ \_\_\_\_\_/month, as an automatic charge to my credit card each month until contract is terminated by either party. (b) I hereby certify that I am the holder of the credit card. (c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a \$10 late fee will apply if I do not provide a valid credit card within 10 calendar days of the original rejection date. (d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_