



THIS CONTRACT FOR PERSONAL TRAINING SERVICES (“Contract”) is made by and between _____ (“Client”) and M. Alexander Properties, LLC DBA Fit 101 located at 7969 State Road, North Royalton, Ohio 44133 (“Trainer”) on _____.

1. Services Provided by the Trainer. Trainer hereby agrees to design a tailored exercise program for Client that reflects Client’s objectives, fitness level, and experience (“Training Session”). The terms of this exercise program are described below. In consideration for said services, Client agrees to pay Trainer the Price for the Training Sessions in accordance with the Payment Schedule and Terms set forth in Section 2 and Section 3 of this Contract. Training Sessions include various exercise programs involving various activities. Activities shall mean the following: testing, including, but not limited to, testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; training; exercise; aerobics and aerobic conditioning and training; use of machinery, training equipment, free weights, circuit machinery, and cardiovascular machines; stretching; weightlifting; and other training activities, techniques, and/or services. Trainer shall take reasonable safety precautions in performing the Training Sessions per industry standards. Each Training Session shall last for forty-five minutes. Any new Client who selects a package of five Training Sessions or more shall automatically receive a one-time free thirty minute introductory Training Session in addition to their package. Any Client who refers a new client who purchases a package of five Training Sessions or more shall automatically receive 5% off on their next purchase of a Training Session package. The 24-Hour Access Package shall permit Client to access the premises 24-hours a day/7 days a week to utilize exercise equipment and other building amenities at Client’s own risk. An instructor will not be available to Clients who purchase the 24-Hour Access Package without purchasing a separate Training Session package.
2. Program Selection. Trainer shall provide weekly Training Sessions as selected below. The first Training Session shall begin on _____ and continue through _____ on a weekly basis. The day and time of the Training Session each week shall be on _____ at _____. All services and prices are subject to change per Trainer’s discretion. If there is any change in services or fees, Client shall be notified in writing at least 30 days prior to the date any change is set to take place. An instructor shall initially be assigned to work with the Client. However, a different instructor may be assigned to the Client at any time upon the sole discretion of Trainer. Client’s instructor shall initially be _____. Client has selected the following service(s): _____.

PERSONAL TRAINING SERVICES

(Personal Training Services shall occur on a weekly basis on a day/time to be determined)

SERVICE	SELECTION	PRICE PER SERVICE
Single Session	_____	\$70.00 per session
Student Discount Single Session (Must show proof of current school registration)	_____	\$25.00 per session (18-years-old and under, unless student can prove they are still in school)
Senior Discount Single Session (Must verify Client is 65 or older)	_____	\$25.00 per session
Couples Single Session (Couples shall attend session together)	_____	\$70.00 per session (\$35.00 for each individual)
Five Session Package	_____	\$60.00 per session
Ten Session Package	_____	\$55.00 per session
Twenty Session Package	_____	\$40.00 per session
Couples Five Session Package (Couples shall attend session together)	_____	\$65.00 per session (\$32.50 for each individual)
Couples Ten Session Package (Couples shall attend session together)	_____	\$60.00 per session (\$30.00 for each individual)
24 Hour Access Package (No instructor available without purchase of separate session package)	_____	\$30.00 per month (Any member caught allowing non-members into the gym will have their membership cancelled immediately with no refunds)

- Payment Schedule and Terms.** Client agrees to pay Trainer for the services selected in Section 2. If Client purchases a single Training Session, payment shall be due in full before said Training Session starts. If Client purchases a package of five Training Sessions or more, Client shall pay 50% of the selected Training Session package before starting the first Training Session. The remaining 50% shall be billed via a monthly invoice that will be sent to Client on or about the 1st day of each month and is due and payable by the 15th of the same month. Client shall be billed at a rate of five Training Sessions per month until the remaining 50% of the package has been paid in full. The invoices will either be sent

from Trainer or the instructor directly. If Client purchases the 24-Hour Access Package, Client shall be billed on the 1st day of each month. Purchase of the 24-Hour Access Package requires a 3-month commitment. Once the initial 3-month commitment lapses, the 24-Hour Access Package shall continue on a month-to-month basis. Client shall be charged an annual fee which shall equal the amount of the current average monthly commitment paid by Client. Said annual fee shall be billed to Client twelve months from the initial enrollment date. If Client fails to pay any balance due in a timely manner, Client shall be charged a 5% late fee for each month payment is late. Client shall pay costs, attorney's fees, and any other expenses incurred by Trainer if collection litigation is initiated. Trainer reserves the right to stop the Training Sessions if Client becomes past due thirty (30) days or more.

4. Client's Training Session Responsibilities. Client agrees to arrive to each Training Session ten minutes prior to the scheduled start time. Trainer will not be able to make up for lost time if Client is late. If Client does not show up to said Training Session, Client shall still be responsible for payment of said Training Session. If said Training Session lands on a legal holiday, said Training Session shall not occur the week of the legal holiday and instead, shall take place the following week. If Trainer is unable to attend a scheduled Training Session, Trainer shall give Client at least 24 hours' advanced notice and said Training Session shall be pushed back one week. If Client is unable to attend a scheduled Training Session, Trainer shall provide a make-up Training Session if Client gives at least 24 hours' advanced notice to Trainer.
5. Freeze on Training Sessions. Client may put a freeze on Training Sessions with a valid doctor's note. The doctor's note must be signed by Client's physician or nurse practitioner. The doctor's note must state the duration that Client is prohibited from participating in Training Sessions. Once the doctor's note is received, Client's account shall be put on a "freeze" in accordance with the duration of time specified in the doctor's note. During the "freeze," Client shall not attend, nor be responsible for payment of Training Sessions. Once the "freeze" ends, Training Sessions shall continue based on Client's selection in Section 2.
6. Cancellation. Trainer reserves the right to cancel future Training Sessions for any reason. If Trainer decides to cancel future Training Sessions, Client shall not be liable for payment of unused Training Sessions and will get a refund for any unused pre-paid Training Session. Client may cancel Training Services at any time, but Client shall still be responsible for payment of unused Training Sessions. Either Client or Trainer may cancel the 24-Hour Access Package at any time. If Client is still within initial 3-month commitment period at the time of cancellation, Client shall continue to be billed on the first of every month until 3-month period lapses. If Client has surpassed initial 3-month commitment period, cancellation of 24-Hour Access Package shall take effect on the first day of the next billing cycle. **You may cancel this transaction, without any penalty or obligation, within three business days of the date of the signed Contract—See below.**

7. Minors. No children under the age of 12 years old are permitted on the premises at any time. Children between ages 12 to 18 are permitted on the premises when: (a) the Child is accompanied by a parent or legal guardian; OR (b) the Child's parent or legal guardian has signed a waiver for said Child. Any Child accompanied by an adult shall not be required to purchase a separate membership to use the facilities. However, any Child who is not accompanied by an adult shall be required to purchase a separate membership to use facilities.
8. Client's Medical Responsibilities. Trainer is not a medical professional and is without expertise to diagnose medical conditions or impairments. Client agrees to disclose to Trainer any injury, condition, or impairment promptly and fully which may have a deleterious effect on or be impacted by the Training Sessions. Trainer's decision to discontinue Training Sessions because of any condition which presents an adverse risk or threat to the health or safety of Client, Trainer, or others shall be conclusive. Client certifies that: (a) Client is physically capable of participating in a strength, flexibility and aerobic training exercise program and is physically capable of using the equipment associated with such training; (b) Client is over the age of 18 or has received written permission from their parent or legal guardian to participate in the Training Sessions; and (c) Client has either: (i) had a physical examination and has been given a physician's permission to participate in Training Sessions OR (ii) decided to participate in Training Sessions with the approval of a physician.
9. Limitation of Liability/Assumption of the Risk. **Client is urged to meet with their physician before starting any exercise regimen. Trainer shall not be liable for any injury or damage, either to person or property, sustained by Client. Client shall indemnify and hold harmless Trainer, its agents, employees, successors and assignees, from and against any and all claims arising from Client's use of the Training Sessions or from any activity, exercise or conduct, permitted or suffered by Client in or about the Trainer's gym. Client shall further indemnify and hold harmless Trainer, its agents, employees, successors and assignees, from and against any and all claims arising from any breach or default in the performance of any obligation on Client's part to be performed under the terms of this Contract, or arising from any negligence of the Client, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Trainer by reason of any such claim, Client upon notice from Trainer shall defend the same at Client's expense by counsel satisfactory to Trainer. Client, as a material part of the consideration to Trainer, during the Training Sessions hereby assumes all risk of damage to property or injury to persons, in, upon or about the Trainer's gym arising from any cause and Client hereby waives all claims in respect thereof against Trainer, its agents, employees, successors and assignees. In no event shall Trainer be liable for any incidental, consequential, or punitive damages of any kind, whether or not arising out of its negligence. The aggregate liability of Trainer for its negligent acts, omissions and breach of the Contract with Client shall not exceed the fee paid to Trainer for its**

services, and Client agrees to indemnify Trainer from all liabilities to other third parties in excess of that amount. Client is assuming the risk of any and all negative consequences that could come from the Training Sessions and/or use of the equipment and facilities.

- 10. Disclaimer. Except as provided in this Contract, Trainer disclaims all representations or warranties of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, title, and noninfringement.
- 11. Waiver. No waiver of any provision of this Contract may be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.
- 12. Governing Law and Forum for Disputes. This Contract shall be governed by the laws of Ohio and any disputes shall be adjudicated in the State and/or Federal Court governing Cuyahoga County, Ohio.
- 13. Complete Agreement. This Contract sets forth the entire agreement between the parties and renders all prior discussions and writings null and void. It contains the entire Contract between the parties and may be amended only by a writing signed by both parties.

By Signing Below, Client And Trainer Acknowledge Having Read And Understood This Contract. Client And Trainer Are Satisfied With The Terms And Conditions Contained In This Contract.

Client Signature: _____
Printed Name: _____
Address: _____

Telephone: _____

M. ALEXANDER
PROPERTIES, LLC
DBA FIT 101

BY: MARCUS
CICERO, SOLE MEMBER

NOTICE OF CANCELLATION

Date of transaction: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contractor sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail, with return receipt requested, or deliver, in person or manually, a signed and dated copy of this cancellation notice or any other written notice of cancellation, or send notice by electronic mail (mciceromac@gmail.com) to Marcus Cicero at 7969 State Road, North Royalton, Ohio 44133 not later than midnight of _____

I hereby cancel this transaction.

Date _____ Client's signature _____