



Membership Agreement

This Agreement is entered into as of the last date set forth beside the parties' names below by and between PILATES BODY BY VALENTIN, LLC, A California limited liability company ("Company") and _____ ("Member").

- 1. **Pilates Instruction.** Subject to member's full compliance with all the terms of this agreement, including timely payment, the Company agrees to provide instruction in Pilates exercise and conditioning as set forth below.
- 2. **Notice of Cancellation:** Any notice of cancellation by Member shall be sent to the following address: Pilates Body by Valentin LLC
6670 Amador Plaza, Suite 103
Dublin, CA 94568
Date of Contract: _____
- 3. **Exercise Session and Fees.**
 - A. Exercise Sessions: The company will provide the following classes/and/or private exercise sessions to Member subject to Company's general corporate policies as stated in Section 4 and as amended from time to time:

B. Fees and Costs: Member agrees to pay the following fees:

All fees are payable in advance by cash check, or VISA/MASTERCARD.

- 4. **General Company Policies.** This agreement is subject to the following general Company policies:
 - A. Memberships may be put on hold at any time at the discretion of management.
 - B. All private sessions are by appointment only.
 - C. Company reserves the right to change instructors for any session at any time without prior notice.
 - D. **Twenty-four (24) hour notice is required to either reschedule or cancel any private exercise session. Any appointments which are cancelled without 24-hour advance notice (or no-shows), will be charged the full rate.**
 - E. Inconsistent attendance for standing appointments may result in the loss of member's regular appointment time slot.
 - F. Make-up for missed sessions must be arranged with the instructor within two weeks.
 - G. Memberships may not be extended beyond the subscribed time (i.e. all memberships be in 3-month increments).

The Company reserves the right to adopt additional policies which will be posted on Company's website: www.pilatesbodybyvalentin.com. All such policies shall be legally binding on both parties as amendments to this agreement forty-eight (48) hours after posting.

- 5. **Refunds.** All payments by Member for services under this agreement shall be non-refundable, except in the following cases:
 - If, by reason of death or disability, Member is unable to receive all of the services for which Member has contracted, Member and Member's estate shall be relieved from the obligation of making payment for services other than those received prior to death or the onset of disability, and if Member has prepaid any sum for services, so much of such sum as is allocable to services Member has not taken shall be promptly refunded to Member or Member's representative.
 - For purposes of this agreement, "disability" means a condition which precludes Member from physically using the Company's facilities and which condition is verified by a physician.
 - In addition, if Member moves further than 25 miles from the Company's facility, and is unable to transfer this agreement to a comparable facility closer to Member, Member shall be relieved from asking any further payments under this agreement and Company shall refund so much any prepaid sum as is allocable to services not taken by Member, less a \$35.00 processing Fee.



6. **Applicable Law.** The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.
7. **Integration.** This Agreement and the related form titled "Agreement for Guided Pilates Exercise" together constitute the entire agreement of the parties with regard to the matters set forth herein and supersedes all other agreements, whether oral or written.
8. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document; The signature of any part to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
9. **Mediation.** Either party may demand a mediation session at any time, on five (5) days written notice to all Partners, which mediation shall be conducted in accordance with the mediation rules of the Judicial Arbitration and Mediation Service ("JAMS"). Both parties agree to fully participate in such mediation and make good faith efforts to settle any disagreement of dispute without arbitration or litigation. Failure of a party to participate in such mediation sessions shall constitute a material breach of this agreement. In addition, both parties agree to make good faith efforts to mediate any differences or disagreements before instituting any arbitration or litigation.
10. **Arbitration.** Any controversy between the parties involving the construction of application of any provision of this Agreement which cannot be resolved by mediation shall be submitted to binding arbitration in Dublin, California, on the request of either party. Arbitrations shall be conducted by the JAMS in accordance with their procedural rules. The arbitrator's award may be enforced in any court of competent jurisdiction.
11. **Venue.** Venue for any mediation, arbitration or legal action arising from or related to this agreement of the Company shall be proper in the County of Alameda, State of California.

The initial term of this agreement is ____month (s). It is automatically renewable for an additional ____month term unless cancelled by either party before the end of the preceding ____-month term. Company reserves the right to increase fees at any time after the initial membership period.

You the Member, may cancel this agreement at any time prior to midnight on the third (3rd) business day after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram, which states that you, the ember, are canceling this agreement, or words of similar effect. The notice shall be sent to: Pilates Body by Valentin, LLC, 6670 Amador Plaza Rd., Suite 103, Dublin, CA, 94568.

COMPANY: PILATES BODY B VALENTIN, LLC
A California limited liability company

By: _____
M. Valentin (owner) Date

Sarah Frahm Date
Deanna Hildebrand
Susan Meadows

Signature of Member Date

Print Member's Name