



PERSONAL TRAINING PURCHASE AGREEMENT

Welcome to Fit Columbia and congratulations on beginning your personal training program! We are delighted you chose us as part of your commitment to health and fitness. With the help of your personal trainer, you will improve your ability to achieve your fitness goals faster, more safely and with lasting results.

In order to maximize your progress, it is important to follow program guidelines during your training sessions. Remember, independent exercise and healthy eating are equally important aspects of your overall journey to achieving your goals.

The following information will provide you with important program policies. Before getting started, please read and sign this form to acknowledge that you understand and agree to comply with the policies.

Personal Training Information and Policies

This agreement is made by and between Fit Columbia, LLC and its trainer, Mary Weyant, hereinafter referred to as "Trainer," and _____, hereinafter referred to as "Client". This agreement is made on (date) _____, 2011. In consideration of the premise and of the mutual covenants and agreement herein contained, the parties hereby agree as follows:

- 1. Purpose. The purpose of this agreement is to provide a training and exercise program for the Client. I realize that Fit Columbia, LLC responsible only for providing the coaching I request by hiring these services. I am responsible for my participation in this program.
2. Disclaimer of Guarantee. Nothing in this agreement and nothing in Trainer's statements to Client shall be interpreted or construed as a promise or guarantee about the progress or result of Client's personal training program.
3. Limited Liability Company. Client hereby agrees to hold Trainer and Fit Columbia, LLC as well as its beneficiaries harmless for any injuries or accidents suffered by Client during a session with Trainer.
4. Commitment. By purchasing sessions, Client is making a commitment to his/her health. Clients should follow the program and instructions of Trainer to the best of their ability to maximize their results and better achieve their goals. Remember, the ultimate results are up to the Client. Trainer will show client how to work his/her muscles correctly and encourage him/her to go to his/her safe limit, but Client is the only one who can make sure he/she works out consistently, eats properly, gets plenty of sleep, and lives a healthy lifestyle. Fitness Assessment and Nutrition Consultation is provided at no charge with the purchase of a minimum of one-month of personal training sessions. If the minimum is not purchased, Client will be charged the customary fee of \$50 for the Fitness Assessment and \$100 for the Nutrition Consultation.
5. Specifics. Trainer and Client shall agree upon the time, program frequency, and content of personal training sessions ("Sessions") at the rate set forth on the attached rate sheet and detailed below. Client is to attend sessions at said Training Time and is not able to join other regularly schedule group or individual sessions without prior authorization from Trainer.

Training Time

Frequency

Rate

Content

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6. Length of Sessions. Sessions will last approximately 55 minutes, which includes a 5-minute warm-up on cardio equipment, 45-minute personal training session, and 5-minute stretch and cool down. Session times may vary according to other programs purchased and may be modified at the discretion of Trainer.
7. Punctuality. Client shall be attired as discussed below in section 8 and ready to train at the time specified in section 5. Failure to be prepared to train may result in a shortened workout or possible cancellation of the session if Client is more than fifteen (15) minutes late. If Client anticipates running late, he/she should contact Trainer as soon as possible.
8. Attire. Client must wear comfortable workout attire, including but not limited to, clean t-shirts, shorts, tights, sweats and/or pants. Athletic shoes must be supportive and functional. Workout gloves are optional. Please do not hesitate to ask Trainer for advice on what type of clothing and shoes are appropriate.
9. Stopping Exercises. Client may refuse or stop any exercise for any reason. It is Client's responsibility to notify Trainer of any discomfort or pain arising from or during exercise, as well as, any and all other known limitations Client has or experiences so that Trainer may accommodate Client and substitute another exercise to work that particular muscle group.
10. Payment/Discounts. Payment is to be made in advance of sessions in one lump sum monthly or increments of 60-day, 90-day and 120-day payments. Should client opt for one of the monthly payment schedules, he/she will be e-mailed an invoice for the total amount due within 7-days of his/her renewal date. Client is expected to pay for the first month of training at the execution of this contract. The complimentary fitness assessment and nutritional consult will be provided after payment is received. The month is billed from the first day of the first session and will be renewed on said date. Payment is due to Trainer on date specified in the invoice. It is Client's responsibility to pay his/her bill on time, even in the event he/she does not receive an invoice, does not attend the first session of the new series or is otherwise incapacitated. Should Client fail to renew on the specified date and within the 5-day grace period following, a \$50 late fee will be charged to Client and will be paid in full and in addition to the regular monthly fee prior to beginning a new series of personal training sessions. If Client's payment is more than 7-days overdue, Trainer may suspend Sessions until Client's outstanding invoice is current. If Client renewal date falls on a weekend, payment is due the Friday before the renewal date. Trainer accepts all major credit cards, debit cards, check and cash. All promotions and discounts are separate from this section and are subject to the terms outlined within the parameters of each separate promotion/discount. Trainer does not hold checks or accept post-dated checks.
11. Flat Monthly Fee. Sessions are based on a monthly flat rate billing system. This insures that Trainer is able to reserve your space on the schedule. Each month, on your renewal date, you pay a flat fee based on the frequency of sessions you choose to attend each week. The amount you pay is based on your chosen attendance and is outlined in section 5 of this agreement. For example, if you choose to come twice per week, your fee is aggregated on you coming 8 times a month. The flat fee covers the whole month regardless of how much or little you come. Which means if you miss a session, you forfeit it for that month. One make-up session per month is allotted and scheduling of the make-up session is at the discretion and availability of Trainer's current schedule. For example, if you are a client training under Individual Sessions and you miss a scheduled training time, you may be asked to make up your session in one of the Group Sessions due to the limited availability of Individual Sessions in Trainer's schedule. Trainer is allowed 48-hours to reschedule a make-up session. In the event of a medical condition that would prevent Client from participating in sessions, Trainer will suspend the date of renewal for the period of time recommended by a licensed medical professional. A letter of notification is required from medical professional outlining care terms and appropriate date to resume sessions following the care of said condition.
12. Cancellation of Sessions. Trainer asks that all clients give a 24-hour courtesy notice if he/she does not plan to attend his/her regularly scheduled session. If Trainer must cancel a Session, he/she will do so, by phone or e-mail, with at least 24-hours notice. Client may opt to make-up the missed Session due to the Trainer's absence within a two-week time period following the cancellation. The Trainer will extend renewal date of Sessions in the event of an extended period of absence during the month due to vacation or illness if a substitute Trainer is unavailable to conduct sessions.
13. Cancellation and Refund of All Sessions. Client may cancel this contract within four (4) business days after the day this contract is signed for a full refund of any and all monies paid under this contract.
14. Transferability. This agreement shall be binding only between Trainer and the undersigned Client. Client may not sell, assign or transfer his/her rights to Trainer's services to any other party without Trainer's prior written permission. Guests may be permitted upon prior approval of Trainer.
15. Disability. Should client become unable to use or receive services under this contract due to disability, Client shall only be liable for that portion of the charges allocable to the onset of disability. Trainer requires reasonable evidence of disability, e.g. doctor's note, to be presented at the time of cancellation. Reasonable evidence includes, but is not limited to, a doctor's letter about the onset of disability.
16. Cancellations in Writing. Notice of cancellation must be made in writing and delivered to Trainer by certified or registered mail to Trainer at 2927 Devine Street, Suite 200, Columbia, SC 29205, for any and all cancellations of Sessions or all remaining sessions subject to the requirements of section 12 through 16 above. All refunds will be made to Client within (30) days of receipt of the cancellation notice.
17. Renewal. Policies and terms of this agreement are binding and understood for each recurring renewal by Client. Renewal of sessions is indication that Client agrees to terms laid forth in this document.

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Payment Options

- Payment in Full (One Month)
- 60-day (5% discount)
- 90-day (10% discount)
- 120-day (15% discount)

Program Description: _____

Number of Sessions: _____ Discounts: _____ Rate: \$_____ per mo.

Renewal Date: _____ Total Amount Due: _____

This agreement sets forth the entire understanding of the parties and may not be changed except by the written consent of both parties.

Participant's name (please print clearly)

Participant's signature Date

Parent/guardian signature (if needed) Date

Trainer's signature Date

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