



MEMBERSHIP AGREEMENT

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This Agreement is entered into as of the last date set forth beside the parties' names below by and between PILATES BODY BY VALENTIN, a sole proprietorship ("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
5763 W. Las Positas Blvd., Suite 216
Pleasanton, CA 94588
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 the expiration period.

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.

