



PURE ENERGY HEALTH & WELLNESS

A Joseph Pilates Method of Contrology

This Client Agreement (“Agreement”) is made on the ____ day of _____, 20____, by and between Pure Energy Contrology, LLC, a California limited liability company doing business as Pure Energy Health & Wellness (“Studio”) and the client indentified at the end of this Agreement (“Client”).

Studio provides pilates instruction, the use of training facilities, and related services (collectively “Services”). In exchange for these Services, Client agrees to and will comply with the following terms and conditions.

1. Payment for Services:

1.1 Payment of the scheduled appointments shall be made on or before the first day of the month in which the services are to be rendered.

1.2 Any goods purchased from the Studio shall be paid for at the point of sale. Alternatively, if requested by Client and agreed to by Studio, the cost of such goods may be automatically transferred on the first of the month from Client’s credit card or debit card pursuant to this Agreement and the Authorization for Payment attached hereto.

1.3 The Studio shall not render any Services which have not been paid for in advance.

1.4 The Studio shall not be required to render any Services which have been paid for but not used by Client within the calendar the month in which the invoiced Services were to be rendered. Except as expressly provided in this Agreement, Client shall not be entitled to any credit or refund for missed and/or cancelled training sessions.

1.5 For any Services not consisting of regular training sessions (e.g., meetings with doctors, nutritionists, or similar professionals; equipment consulting; postural examination; personalized training program consulting), Clients shall be required to pay a consulting fee of \$95.00 per hour. Compensation for these Services shall be paid for at the time the Services are rendered. Alternatively, if requested by Client and agreed to by Studio, the cost of such Services may be automatically transferred on the first of the month from Client’s credit card or debit card pursuant to this Agreement and the Authorization for Payment attached hereto.

1.6 Studio reserves the right to change the rates for all Services with a fifteen day notice.

1.7 Client acknowledges that monthly charges for Services may vary depending on the Services scheduled (e.g., the number of training sessions scheduled for the month).

1.8 Client shall be responsible to inform Studio on or before the fifteenth (15th) of each calendar month if there will be any changes in the Services to be rendered the following calendar month (e.g., for planned vacations, for increases or decreases in the number of training sessions, etc.).

2. Rules and Regulations: Studio may from time to time adopt rules, regulations or policies amending or supplementing those contained in this Agreement. It is Client’s responsibility to know and follow the most current rules, regulations and policies.



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2.1 Prerequisites to Training:

2.1.1 All Clients are required to have a complimentary health and fitness evaluation prior to beginning a workout program. The health and fitness evaluation is a diagnostic tool used by Studio to create an effective training curriculum. It does not substitute for the health clearance that Client is solely responsible to obtain from his/her physician.

2.1.2 All Clients are required to have a postural evaluation within one (1) month of starting a workout program. Client will be charged for the examination at the rate of \$120.00 per hour. The postural evaluation is a diagnostic tool used by Studio to create an effective training curriculum. It does not substitute for the health clearance that Client is solely responsible to obtain from his/her physician.

2.1.3 All Clients acknowledge that no exercise program is without inherent risks. Client warrants that he/she is in good physical health. It is Client's sole responsibility to clear participation in any exercise program with a physician prior to participation.

2.2 Cancellation Policy:

2.2.1 If Client anticipates being more than ten (10) minutes late to a training session, Client shall contact his/her pilates instructor. If Client is more than twenty (20) minutes late for a training session, the session will be forfeited (without refund or credit).

2.2.2 Twenty-four (24) hour notification is required to cancel all scheduled appointments. Subject to the availability of Studio resources (instructors, equipment) any session cancelled twenty-four (24) hours in advance may be rescheduled to an available time during the same calendar month if available. In the event that Studio is unable to accommodate any cancelled training session, for any reason, such session shall be forfeited. Except as provided herein, no credit or refund shall be given for any cancelled session.

2.2.3 If Client continuously cancels without appropriate notice, Studio may, in its sole discretion, require Client to forfeit their preferred time slot.

2.2.4 If Client is sick or is experiencing any symptoms of illness, Client must cancel any upcoming appointment immediately. Studio requires Client to be symptom free two (2) days before returning to any exercise program. In the event that Client comes to an appointment with symptoms of an illness, he/she will be sent home and the session will be forfeited (without refund or credit).

2.2.5 Studio reserves the right, in its sole discretion, to make concessions (e.g., full or partial refunds, full or partial credits for future sessions), to clients that cancel or forfeit sessions based upon medical injury, unforeseeable illness or other related emergencies. Any such concession provided shall not constitute a waiver of any provision of this Agreement nor shall it obligate Studio to make any concession in the future.



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2.3 Conduct. Studio is committed to the health, safety, and welfare of each of its Clients and staff. Accordingly, Studio does not permit and will not tolerate any conduct which Studio deems inappropriate. Such conduct includes, without limitation, the use of loud, abusive, offensive, insulting, or demeaning language; the use of profanity, lewd and or indecent conduct; illegal conduct; or any other conduct which Studio deems unreasonable or intrusive.

2.4 Attire. Proper attire is required for Clients using the Studio. Shirts and clean un-torn clothing are mandatory. No loose shorts, or briefs, or shorts above mid thigh may be worn without tights or leg coverings. Changing of clothes may only be done in those areas designated by Studio (i.e., shower room).

2.5 Minor Guests. Minors under eight (8) years old are not permitted on the Studio premises. Unless they are a Client, minors eight (8) years old or above are prohibited from being in the training area and are required to remain in the waiting area. Studio does not provide supervision for any such minors. Supervision of any such minor is the sole responsibility of the Client. Studio may require the responsible Client or guardian to remove any disruptive minors from the Studio premises and forfeit balance of their training session.

2.6 Personal Business. The Studio premises is private property and may not be used by Clients for personal business, including, without limitation, any manner of solicitation.

2.7 Lost Items. Studio shall not be responsible for any item of Client's personal property. Studio shall not be held responsible if any such items are lost or stolen. Studio shall keep any items left at the Studio premises in a designated "lost and found" area. Any items in the "lost and found" area not claimed within a reasonable time will be donated to charity.

2.8 Damages. Client shall pay for any damages to the Studio property which results from the willful or negligent conduct of Client or Client's guests (including, without limitation, dependent children).

2.9 Violation of Rules. If any Client violates these Rules and Regulations, Studio may request that the Client cease the behavior, or leave the Studio premises. Studio shall not provide a refund or credit for any training session missed as a result of a violation of these rules.

3. Minor Clients. At the discretion of Studio, minors may become a Client with written parental/guardian approval (see signature line at the end of Agreement). Studio reserves the right, in its sole discretion, to require that any minor-Client be accompanied by their parent/guardian. Parents/guardians who sign this Agreement warrant that they are aware of the nature of Services provided by the Studio and that the minor-Client is physically able to use such Services.

4. Termination of Agreement. This Agreement may be terminated by fifteen (15) days advance notice from either party. Unless and until terminated in accordance with this section, this Agreement shall continue, on a month to month basis, regardless of whether or not Services were rendered or payment was made in any given month.



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5. Covenant not to Compete. Client understands and acknowledges that he/she will, as a result of his/her use of Studio Services, have significant contacts with other clients, employees of the Studio, as well as other persons and entities which have a contractual relationship with the Studio, and shall become familiar with trade secrets, methods of doing business, and other confidential business and proprietary information of the Studio. Therefore, during the term of this Agreement and for a period of 5 years following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly, engage, or assist in any manner others in engaging, in any part of any business which competes directly or indirectly with the Studio, whether as an officer, director, proprietor, employer, partner, independent contractor, employee, or shareholder, within a ten (10) mile radius of the Studio, without the Studio's prior written consent, which may be withheld in its sole discretion. The provision of this Paragraph shall continue in full force and effect even after the termination of this Agreement for a period of five (5) years.

6. Miscellaneous:

6.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all parties.

6.2 Client agrees to resolve any and all claims, disputes or controversies arising out of or relating to the Agreement with Studio exclusively by final and binding arbitration using the American Arbitration Association's ("AAA") Commercial Arbitration Rules. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. This includes, but is not limited to, claims related to fee disputes, personal injury and any other claim which may be asserted under the law of contract and/or tort and/or asserting a public policy or Constitutional claim. The laws of the State of California shall govern the dispute.

6.3 If any provision of this Agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person or circumstance, all other provisions of this Agreement shall remain valid and enforceable.

7. Assumption of Risk; Waiver; Release:

7.1 Client acknowledges, understands and agrees that he/she is voluntarily participating in physical activities which may expose Client to some level of risk to his/her person or property. Client appreciates that these risks include, but are not limited to, damage to personal property, serious personal injuries, or death. Client represents that he/she is aware of the nature of these activities and agrees to accept and assume any and all risks associated with participation in these activities.

7.2 Client acknowledges that he/she is in good physical health and will notify Studio in writing if he/she becomes unable to participate in an activity due to some physical or mental considerations. Client is responsible



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for notifying his/her instructor if there are any activities with which the Client does not feel comfortable, ceasing exercise and reporting any unusual feelings (e.g., chest pain, nausea, dizziness, difficulty breathing, or any apparent injury) during training, and clearing participation with a physician.

7.3 As a material part of the consideration for Studio rendering Services to Client, Client, on behalf of himself/herself, his/her spouse, unborn children, heirs, guardians, successors and assigns ("Client Parties"), hereby releases and discharges Studio and Studio's directors, agents, officers, members, owners, independent contractors, agents and employees ("Studio Parties"), from any and all claims, demands, liability, or causes of action of any kind or nature, that may at any time hereafter arise, be made or brought by Client or on Client's behalf for any known or unknown, foreseen or unforeseen bodily or personal injuries, property damages and/or the consequences thereof, which may be sustained by Client as a direct or indirect result of the rendering of any and all Studio Services, including, without limitation, Client's use of the Studio premises or Client's use of Studio equipment, whether or not such claims, demands, liability, or causes of action arise from any act, omission or conduct of any Studio Parties, whether negligent or otherwise.

7.4 Client agrees to indemnify, hold harmless and defend the Studio Parties from all claims, demands, liability or causes of action for any loss, damage or injury to persons or property arising from or relating to Client Parties' use of Studio Services (including, without limitation, entry upon or use of the Studio premises or Studio equipment), including, without limitation, attorneys' fees, expenses, expert witness fees, costs, and all consequential damages, whether or not resulting from any act, omission or conduct of any Studio Parties.

7.5 The provision of this Paragraph shall continue in full force and effect even after the termination of Client's relationship with Studio.



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Client has carefully read, and fully agrees to the terms of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) Client has given up considerable future legal rights, including the right to sue. Client is signing this Agreement freely, voluntarily, under no duress or threat of duress, and intends for his/her signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

I HAVE READ THE TERMS OF THIS AGREEMENT, INCLUDING THE AUTHORIZATION FOR PAYMENT ATTACHED HERETO AND AGREE TO ABIDE BY ITS TERMS.

CLIENT

Date: _____

Print Name

Signature

Print Parent/Guardian Name (if Client Under 18)

Signature Parent/Guardian

STUDIO

Date: _____

Pure Energy Contrology, LLC, a California limited liability company doing business as Pure Energy Health & Wellness

By: _____

It's: _____