

SERVICE AGREEMENT

Welcome!

Why You're Reading this Document

The following Service Agreement (the "**Agreement**") will clearly communicate my expectations in working together. Please raise any questions you have before signing to make sure we are on the same page moving forward. Let's do this!

In exchange for agreeing to work together with Mike Grimm Fitness, you agree to be bound by the following conditions.

Contractual Terms

1. **Parties.** This Agreement is made between Michael Grimm, a Sole Proprietorship based out of 11955 Missouri Avenue, Apt 1 - Los Angeles, California ("**Mike Grimm Fitness**", "**I**", "**me**", and "**my**") and you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Agreement ("**you**" and "**your**").
2. **My Commitment to You.** The Services you receive will be determined based on the type of service you are signing up for, with the details being outlined for each type of service below, specifically what you will be getting and what cancellation rules apply. Additional information is included in Schedule "A".
 - 2.1. **In-Person/Virtual Training:**
 - 2.1.1. I will provide in-person and/or virtual personal training at scheduled times and locations we both agree on
 - 2.1.2. Any cancellations need to be communicated at least 12-hours prior to the scheduled session.
 - 2.1.3. For an added fee, I will provide general nutrition coaching and nutrition plans, as long as you have no underlying conditions that would require you to work with a registered dietician.
 - 2.1.4. Any personal training sessions, nutrition coaching sessions, classes, or packages you purchase, or earn for free, expire within one year of purchase or acquisition.
 - 2.2. **Custom Built Workout Subscribers:**
 - 2.2.1. I will provide custom-built home workouts for you to follow on your own, based on the information obtained through the online fitness evaluation and questionnaire, or my own in-person evaluation.
 - 2.2.2. My goal is to provide you with a workout plan that is aligned with your goals, your body's tolerances, and the equipment available to you.
 - 2.3. **Non-Customized Program Subscribers:**
 - 2.3.1. You will receive access to this workout program for a specified period of time.
 - 2.3.2. If access is ongoing, you may cancel access at any time and cancellation will take effect at the end of that current billing cycle.
 - 2.4. **Subscription to General Videos:**
 - 2.4.1. You will receive unlimited access to my exercise video library that you can access anywhere you have an internet connection. In the event the online service is temporarily unavailable, I will do everything to fix it as quickly as possible.
 - 2.4.2. You may cancel at any time and cancellation will take effect at the end of that current billing cycle.
3. **What I Expect of You.** Just as you are investing in me, I am also investing time and energy in you. For you to gain the most from the our practice together and the Services, here is what I expect of you:
 - 3.1. **Time Integrity.** Let's honor our time. Time integrity and keeping your word is important. Please arrive on time, honor the length of the Services and the cancellation policy detailed in section 6 below.
 - 3.2. **Ownership.** You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.

- 3.3. Commitment.** I expect you to be committed to the Services and your practice and that you will do things to help you improve your own body.
- 3.4. Communication.** I expect you to be upfront and honest about how your body works, your medical conditions and any changes in your medical conditions, what pains you have and your medical history, specifically anything your doctor explicitly stated about your current health situation and how it would relate to exercise and nutrition. I can't help if I don't know what you are experiencing!
- 3.5. Avoid Injury.** It is expected that you make every effort to avoid injury in fitness training and to avoid aggravating or complicating any injury you have incurred or may incur in fitness training or otherwise. It is expected that you will stop performing any exercise when it feels harmful to your body, regardless of my instruction.
- 3.6. Logging Workouts.** If you are participating in a custom-built workout program, it is expected that you log your workouts accurately for me to know how you are progressing.
- 3.7. Exercise Correctly.** It is also expected that you make every effort to perform all exercises correctly and that you let me know if you feel your form may be off or need more detail on how to perform an exercise correctly.
- 4. Term and Termination.** The term of this Agreement will begin on the date of execution by both parties and will continue for the duration of the Services as agreed upon between you and Mike Grimm Fitness (the "**Term**").
- 4.1.** The Agreement may be terminated by either party at any time by providing 3 days advance written notice to the other party (email is fine). However, if you terminate the Agreement before the Term is complete, you will be obligated to make all payments as outlined in Schedule "A" Services.
- 4.2.** Mike Grimm Fitness reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined in section 3 above and you will not be entitled to any refunds or any continued working relationship with Mike Grimm Fitness.
- 5. Payment.** Payment details and cost for the Services are outlined in Schedule "A" Services.
- 6. Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how I've drafted my cancellation and refund policy:
- 6.1. Refunds.** We provide transferable credit on a case by case basis, to be determined in our unilateral discretion.
- 6.2. Cancellation / Reschedule Policy.** Please give 12 hours' notice if you have to cancel or reschedule, provided it is in the timeframe of this Agreement.
- 7. Confidentiality.** I operate and grow in a safe space. I want you to know that everything shared throughout the Services is strictly confidential. You, on the other hand, are free to share anything you choose to. I may choose to share anonymous information about you for professional or promotional purposes, but confidential or personal information will only be used to complete the Services, except for in the following scenarios:
- 7.1.** To provide any necessary or relevant information to a medical or healthcare professional or entity
- 7.2.** As required by law or court order
- 7.3.** When there is a risk of imminent danger to yourself or others
- 7.4.** Where there is a reasonable suspicion that a child or any vulnerable person is in need of protection.

- 8. No Guarantees.** Mike Grimm Fitness cannot guarantee the success of the Services. I promise to provide you with the opportunity and support to see you grow, but the success of the Services ultimately depends on you. As such, no guarantees can be made for any particular outcome from my Services.
- 9. Ownership of Materials.** All the content that I have provided to you, including but not limited to videos, documents and PDFs, are for your use only and are not to be re-distributed or re-used.
- 10. Media Release.** I think you're awesome and want to show you off! By participating in the Services at Mike Grimm Fitness, you agree to grant me the irrevocable right to use your image, likeness, photos, video content, audio recordings captured of you and I working together or that you share with me online (via your own or others posting of you) as part of my online streaming, marketing and sales throughout the world and in perpetuity. You also release Mike Grimm Fitness from all claims you may have relating to such use. Please let me know if you ever want me to stop using an image of you.
- 11. Waiver.** Before the Services can begin, you must sign my Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that I can be absolutely sure you understand and agree to it.
- 12. Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of California. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of California. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, email will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This agreement may be signed by any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** I agree that this Agreement may be signed electronically or agreed to by having You click "I Agree," the effect of which will be the same as if I signed this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.

Made it. Excited to do great things!

AGREED and ACCEPTED

Signature

Michael Grimm
Per: Michael Grimm, Owner

Date: _____

Signature

Printed Name

Date: _____

SCHEDULE "A" SERVICES

In-person/Virtual Training

Cost [\$135/hr]

Duration [1-hour Sessions]

Payment Payments are expected .

Custom Built Workout Subscribers

Cost [\$35/month]

Duration [Billed monthly. Can cancel anytime.]

Payment Payments are expected .

Non-Customized Program Subscribers

Cost [\$ INSERT Cost of Services]

Duration [Length of Services]

Payment Payments are expected .

Subscription to General Videos

Cost [\$ INSERT Cost of Services]

Duration [Length of Services]

Payment Payments are expected .