

{Today} Between: {FirstName} {LastName} "Client" and {SchoolName} "Company" for {PaymentCount} payments at {PaymentAmount}.

Agreement Start Date: {FirstPaymentDueDate}

1. **Parties:**Fulcrum Fitness shall include all companies owned by or related to Fit Oregon, LLC.

2. **Duration and Automatic Renewal:** Payments will continue for {DurationCount} {DurationUnits} from the Agreement Start Date, with automatic renewal for subsequent months, unless cancelled by either {FirstName} {LastName} or {SchoolName}, with notification via submission of cancellation request 14 days in advance of the next billing date (as set forth below).

To cancel email getfit@fulcrumfitness.com

3. **Agreement to Pay Recurring Fees:** {FirstName} {LastName} agrees to pay {SchoolName} monthly recurring fees as follows:

{ProgramList} for {FirstPaymentAmount} via Client authorized automatic credit card charges or ACH transfer. Payment in monthly increments by any means other than Client's credit card or ACH transfer is not permitted.

4. **Cancellation of Membership:**

4.1 A completed auto pay cancellation form must be received at least 30 days in advance of your billing cycle (example: if you are scheduled to be charged February 15th and you want to cancel for the month of February, you must submit a cancellation form (available at www.fulcrumfitness.com/membershipolicies) to {SchoolName} by January 15th.) Refunds will NOT be granted for processed payments if notice of cancellation has not met the above criteria.

4.2 If Client is on a 12 month contract, Client acknowledges and agrees that Client received a discount on the monthly fee in exchange for entering into such contract with Company. In the event that Client desires to cancel their contract with Company prior to its expiration,

Client agrees to pay one half of the value of the remainder of the contract as a penalty for early termination.

4.3 Notwithstanding the foregoing, Client may cancel their contract with Company prior to its expiration for the following reasons:

4.3.1 Pregnancy (formal medical documentation required)

4.3.2 Serious illness (formal medical documentation required)

4.3.3 Serious injury (formal medical documentation required)

4.3.4 You relocate more than 5 miles from the nearest Fulcrum Fitness location (proof of new address required)

To cancel email getfit@fulcrumfitness.com

5. Suspension Policy.

5.1 Fulcrum Fitness allows one non-medical (travel, vacation, etc) suspension per twelve month contract period. The suspension duration may be up to one month. Non-medical suspensions require a 30 day notification through email to customerservice@fulcrumfitness.com.

Fulcrum Fitness is dedicated to ensuring we create a fitness lifestyle. As an alternative to account suspension, Fulcrum Fitness has TRX trainers available for check out and traveling workout protocols in place to allow members to continue their pursuit of fitness under any circumstance.

5.2 Fulcrum allows medical suspensions in the event of an injury or illness that prevents a member from working out safely. Members may suspend multiple times during the course of their membership for medical reasons, and may suspend for any length of time. The length of the suspension period will be added to the end of the members contract. Written notice from the member's licensed health care provider will be required

5.3 Members with a severe injury or pregnancy are allowed to terminate their membership without buying out the remainder of their agreement. Written notice from the member's licensed health care

provider will be required. The member will also be allowed to return at the price point they were at upon termination. The member will agree to a new 12 or 6 month agreement to secure this price point upon returning.

6. **Downgrade Policy**

6.1 Fulcrum Fitness does not allow downgrades of membership. A member has agreed to 12 or 6 months at the selected membership option. The member's current membership option was agreed upon to create a roadmap to success. To foster this success we ask that a minimum of 12 or 6 months is completed.

6.2 A member may elect to downgrade at their time of renewal. This is congruent with an agreement of 12 or 6 months.

6.3 A member may upgrade their membership option at anytime. A new 12 month agreement is not asked for when aligning a member with a new membership option. They can complete their current number of months under the new option with the membership option automatically renewing or selecting a new option with a 12 or 6 month agreement.

7. **Class Reservations:** To ensure the quality of the service, we require that you sign in prior to attending the session. Please sign in online prior to attending class using either the member login at Fulcrumfitness.com, or Zen Planner Member Login <https://fulcrum.sites.zenplanner.com/login.cfm>

8. **Personal Training Sessions.**

8.1 If Client has purchased a personal training membership, Client acknowledges and agrees that that unused monthly personal training sessions do not roll over to the proceeding month (they are "use it or lose it" each month).

8.2 Client acknowledges and agrees that 24 hours notice is required for all reschedules. Failure to give 24 hours notice results in the loss of the training session for the client and no refund shall be issued.

9. **Waiver of Liability:** Client acknowledges and agrees that he or she has signed a waiver of liability prior to participating in any fitness activities (the terms

of which are hereby incorporated by this reference) and further agrees to be bound by all terms and conditions set forth therein.

10. **Costs and Attorney's Fees:** In the event of a violation of this contract, the breaching party will be responsible for all costs including reasonable attorney's fees up to and including judgment as well as all reasonable costs incurred to collect the judgment in full. In the event legal or equitable action is required to enforce the payment terms of this agreement, Company shall be entitled to recover all costs of collection including reasonable interest on any unpaid amount, reasonable attorney's fees (if suit is filed) and reasonable collection agency fees from Client.

11. **Jury Trial Waiver:** In the event that there is a legal dispute, the parties agree to have the dispute heard by the judge and to give up their right to a jury trial.

12. **Applicable Law.** This Agreement shall be construed in accordance with the laws of Oregon.

13. **Severability.** In the event any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity shall not affect the validity of the remaining portion and provisions of this Agreement.

14. **Limitation of Liability.** In any action arising out of this Agreement, Company's liability to Client shall be limited to an amount no greater than the sum of fees received by Company and any other amounts due under this Agreement. In all events, Client's sole remedy against Company for damages arising out of this Agreement shall be proven, direct and actual damages. Specifically, Company shall not be liable for any indirect, incidental, reliance, special, punitive or consequential damages arising out of its performance under this Agreement.

By checking the confirmation box below, client acknowledges understanding of the foregoing as well as the following (If printing and signing, please read and sign below):

(a) I agree to purchase the {ProgramList} for {FirstPaymentAmount}, as an automatic charge to my credit card each month (for the length of any applicable contract term) or until I notify Company via submission of a cancellation request as set forth in paragraph 3 above.

(b) I hereby certify that I am the holder of the credit card

(c) I understand that I will be notified if my credit card payment fails to authorize for any reason, and that a \$10 late fee will apply if I do not provide a valid credit card information within 10 calendar days of the original rejection date.

(d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late. In such case, I understand that I will still be responsible to pay the full contract amount.

In witness whereof, I have executed this release and the above terms, as of {Today}.