

Updated Hold Policy

effective 6/21/22

History of our Hold Policy

Since CrossFit AllStar LLC was founded in July of 2011, our 'hold policy' written on all our membership contracts has always stated that "Members may place their memberships on 'hold' for a minimum of 2 weeks and maximum of 3 months per membership term. Hold requests must be made 2 weeks in advance". There shall be no 'refunds' for services not used. (If you sign up for a long term contract, and you don't show up to use your classes, no refunds or retro-active holds).

The Problem

Over the years, some members have taken advantage of this and make requests outside of these parameters, such as asking for a 'hold' on the day they wish the hold to start (not allowing 2 weeks notice) ; asking to 'hold' for longer than 3 months total per membership term; or asking for 'retro-active' holds because they didn't come to class. All of these have never been part of our written contract terms.

Additionally, some members with long term contracts who have NOT requested a 'hold' and who have NOT been coming in to use their memberships have then gone back to the merchant processing company to request a 'chargeback (refund)'. They have asked for a refund for time under contract that they signed and agreed to, but didn't show up to use. They go directly to the credit card company as if it is fraud, when clearly it is not. This is not only improper protocol (banks ask the customer to seek a refund or reconciliation from the gym first) it is costly for the gym. It takes 3-4 hours of administrative work, in addition to fax fees and merchant processing fees.

We show you the contract you fill out at initial sign up, we verbally explain it, it's also always been found on our website under 'fees' tab, located at the bottom the link to contract terms. Our gym contracts are written and transparent. Even so, some feel they can default and then blame the gym. This is not how we do business, and it's just starting to feel downright rude. Luckily, it's only a small handful of people over the past 11 years who have behaved this way, but it's enough to force us to re-evaluate our policy to prevent any misunderstandings or abuse of our policies in the future.

The Solution

For that reason, I have decided to **remove the option to 'hold' memberships moving forward**. If you have a old membership signed up for before 6/21/22 we will honor a 'hold request' until your current membership lapses, **BUT we will follow the hold request rules as written. If you have asked for more than 3 months in your membership term, then you will not be granted any more holds and must pay your monthly fee that you signed up for the term length of your contract.**

Confused? In simplest of terms, only purchase what you plan to use, and if you do not use your membership that responsibility is on you. There are no refunds or holds allowed. Think of it like any other service you may pay for like a recurring or month-to-month lawn service... if you don't want your lawn mowed but you're on a recurring contract and you don't notify the lawn guy, you'll still need to pay for the service until you notify the lawn guy to cancel. Or if you do not want to be on 'auto-renew' choose to buy a month at a time. The ball is in your court.

Short Term 'Month-to-Month' Auto Renew Memberships

Any memberships purchased on 'Auto-Renew' MUST NOTIFY CROSSFIT ALLSTAR IF YOU'D LIKE TO CANCEL. Simply cancel anytime. If you're on 'auto renew' and you need to stop, notify kc@crossfitallstar.com and text 808-357-7851 to cancel anytime. If you don't notify in writing you will continue to be charged.

Long Term Contracts

If you have signed up for a long term contract to get the lower price, expect that you shall abide by the contract terms and fulfill your obligation of the agreement. Any members who wish to save money by purchasing a 1 year longer term membership by paying for 1 year in advance or choosing the 'Massive Star' 1 year membership with monthly fee, there will be no more 'hold requests' allowed as stated above. If you cannot or do not use your membership that is your responsibility. Reconsider purchasing the 'month-to-month'.

Any person who purchased a 'Buddy Promo' last year you already understand no hold requests were included with that promotion.

Chargebacks

Anyone applying for chargebacks from credit card companies for refunds using false or illegitimate information will be refused service at CrossFit AllStar in the future or limited to purchasing only the higher priced 'month-to-month' option. Again, no refunds for memberships that you sign up for, this is clearly stated in the membership contract you fill out, and verbally explained to you upon sign up.

When Refunds Are Needed

CrossFit AllStar will on occasion make a mistake, like charging you for 2 bags of protein instead of 1. We aren't perfect. Anyone seeking a refund for legitimate purposes shall come to CrossFit AllStar first to resolve the issue. We are a very generous 'mom and pop' small local business and will always work with our customers, clients, and athletes so they receive excellent customer service and satisfaction with our company. And we will find a resolution for you.

All memberships can now be purchased from our website or Zen Planner moving forward and the terms will be stated digitally when you sign up. By purchasing a membership you agree to the membership terms stated above. As always, if you have trouble with the digital stuff, ask us we can help!

Mahalo for your understanding and thank you to those who have unwaveringly supported our gym over the years. This should make things easier to understand, fair, equitable and limit misunderstandings for everyone moving forward.

Mahalo for understanding,

KC Stallsmith
CrossFit AllStar Management