



CORE Health & Fitness
TRAINING PROGRAM SERVICE AGREEMENT
AND RELEASE OF LIABILITY

Client Name: Birthdate: Phone:
Address:
City: State: ZIP:
Occupation: Email:

This Training Program Service Agreement and Release of Liability (the "Agreement") is between Core Performance LLC and you, the Buyer (individually, as the agent(s) or guardian(s) of the Client(s), or you the Client if you are of 18 years of age). It is agreed by and between Core Performance LLC and Buyer that Buyer is purchasing, for the benefit of the Client, Training Services, from Core Performance LLC according to the terms on the front and reverse side of this agreement.

PROGRAM TYPE:
PROGRAM FEES
Total Months: Sessions per month:
Monthly Price: \$ Discounts To Be Applied:
Start Date:

Late Charge - If your payment is more than ten (10) days late, you will be charged a late charge of twenty dollars (\$20.00) per payment.
Prepayment - there is no prepayment charge applicable to this Agreement.
See the Agreement for any additional information regarding non-payment, default, and penalties.
All Paid in Full Memberships are NON-Refundable! NO Exceptions

PAYMENT SCHEDULE: ___ payments of \$ ___ is due on ___ all further payments of \$ ___ are due the ___ of each month beginning ___, 20___

Note of Autorenewal: I understand that unless I submit a notice of written cancellation within 10 days of the last scheduled E.F.T. payment as described in the "Payment Schedule" section above, this contract will automatically convert to a month-to-month agreement, whereby I will continue to purchase ___ sessions per month for a monthly payment of \$ ___ as indicated in the "Program Fees" section above. I understand that, except as allowed by this contract or applicable state law, this agreement is non-cancelable during the initial term, but that, upon conversion to a month-to-month agreement, the agreement may be cancelled at any time by submitting a 10-day written notice of cancellation to the address indicated in this contract. If a cancellation is requested prior to the end of the initial term a \$300 cancellation fee will be charged to the Buyer.

Initial _____

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS:

I(We) hereby authorize Core Performance LLC hereinafter called CORE, to initiate debit entries, and corrections thereto, to my(our) Debits or Charge Card account indicated below and the depository or credit card named below, hereinafter called DEPOSITORY.

CARD TYPE: _____ CREDIT CARD EXPIRATIONDATE: _____

ACCOUNT NO. (CC # or Bank Acct #): _____ 3 DIG SECURITY CODE: _____

NAME AS IT APPEARS ON CARD: _____

BILLING ADDRESS (IF DIFFERENT FROM HOME): _____

This authority is to remain in full force and effect until CORE and DEPOSITORY have received written notification from me (or either of us) of its termination in such time and in such manner as to afford CORE and DEPOSITORY a reasonable opportunity to act on it, or until all payments due under the contract have been made.

IMPORTANT NOTE: Buyer on his or her behalf, or as agent or guardian for a client identified above who will use the Training Program services purchased under this agreement (as used herein, in individually and collectively, "buyer"), signing and agreeing to partake in the Training Program, and release Core Performance LLC from liability due to participation. Buyer is urged to have this release agreement reviewed by an attorney before signing.

By signing this Agreement, Buyer acknowledges that Buyer has read, understood and agreed with all terms and conditions of this agreement, which includes the E.F.T. Request and Authorization, the Release and Waiver of Liability, and all Additional Terms and Provisions located on the front and reverse side of the Agreement. This agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Buyer and Core Performance LLC, Core Performance LLC has made no express or implied warranties or misrepresentations other than those expressly set forth in this Agreement to induce Buyer to enter into this Agreement. Any conflict between the original Agreement and any copy of the original Agreement shall be controlled by the original Agreement.

****CANCELLATION AND REFUNDS****

Right to Cancel. You are permitted to cancel this contract until midnight of the 3rd operating day after the date on which you signed the contract. If the facilities or services that are described in the contract are not available at the time you sign the contract, you have until midnight of the 3rd operating day after the day on which you received notice of their availability, to cancel the contract. If within this time period you decide you want to cancel this contract, you may do so by notifying CORE Health and Fitness by any writing mailed or delivered to CORE Health and Fitness at the address shown below on the contract, within the previously described time period. If you do so cancel, any payments made by you, less a user fee of no more than \$3 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by Core Performance, LLC and arrangements will be made to relieve you of any further obligation to pay the same.

Wis. Stat. §100.177(6)

- *If any of the facilities or services described in this contract become unavailable or are no longer fully operational, before full receipt of the services and use of facilities for which you contracted, you are liable for only that portion of the total consideration proportional to the elapsed time portion of the contract at the time of the unavailability. You are entitled to a refund of any other funds already paid.*

Wis. Stat. §100.177(11)

- *If you are unable to make use of or receive the center services contracted for because of death or disability, you are liable for only that portion of the total consideration proportional to the elapsed time portion of the contract at the time of the death or disability.*

Wis. Stat. §100.177(12)

Executed at Core Health & Fitness, 2248 Deming Way Ste 100, Middleton, WI 53562 Dated: _____/_____/_____

Core Performance LLC Representative Signature

Buyer's Signature/Client's Signature

TRAINING PROGRAM SERVICES: The services being requested are Training programs, scheduled for approximately 60 minutes each, unless otherwise specified in this agreement. Core Performance LLC will make every attempt to provide the best service possible, acknowledging client requests (such as trainer gender, age, appointment time, etc.) but will not be held liable, or otherwise does not affect the terms of this agreement, in the event these requests cannot be met Core Performance LLC must not delay performance of services in excess of six months from the date the agreement is entered into.

SESSION SCHEDULING AND CANCELLATIONS: All appointment cancellations must to be made twelve (12) hours prior to the scheduled appointment time to not be considered a “no show.” In the event the client “no shows” for their scheduled session, the client will be charged for that session. Sessions are filled on a first come first serve basis.

MONTHLY SESSION USAGE: All Training program sessions, of any number of sessions purchased, must be completed by client within forty five (45) days of the payment date. If sessions extend beyond the above state prior, then the remaining sessions of the agreement are considered to have lapsed and will immediately discontinue. Failure to use the services does not relieve the Buyer or the Client of their obligations, (regardless of circumstances), to pay fees, late charges and other monies due under this Agreement in full. The completion date will be extended when a signed doctor’s note received stating a medical reason, which prevents a personal training session program to be completed within the normal allotted time period.

CANCELLATION OF AGREEMENT: All agreements are binding for the full initial term of the contract and may only be cancelled under doctor’s orders complete with a signed notice or relocation of the buyer more than 30 miles from the facility location. Members cancelling an agreement for any other reason will be charged a \$300 cancellation fee.

CHANGING MEMBERSHIP: The Buyer will be allowed to change their membership to a different level of service with the signing of a new membership agreement each time a change is made. Your first change of membership is free, any further changes will be assessed a \$25 Change of Membership Fee.

SUSPENSION OF MEMBERSHIP: A membership can be suspended with written notice 10 days prior to the next payment date. Suspensions must be for a minimum of 2 weeks and a maximum of 6 months. The suspension must have an end date when being scheduled. No open ended suspensions are permissible with the exception of a signed medical release.

REFUNDS: No refunds shall be made for services purchased, except as specifically provided in this Agreement.

PAYMENT IN FULL: If client desires to pay in full for future services, client’s execution of this agreement hereby constitutes a written request to make such payment in full.

BUYER’S DEFAULT: Buyer and Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, Core Performance LLC shall have the rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages. If Core Performance LLC delays or refrains from exercising any rights under this agreement, Core Performance LLC does not waive the right to receive full and timely payments and other charges due under this agreement.

SUCCESSORS AND ASSIGNS: Buyer and Client agree that all terms and conditions of the Agreement shall be binding upon the heirs, Personal Representatives, lawful successors, and assigns of Buyer and Client, and anyone claiming by or through Buyer or Client.

ENFORCEABILITY: The parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provisions or portion of a provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect. Further, if any such provision or portion of a provision may be reduced and/or narrowed in scope or the like, such provision or portion of a provision shall be reduced, narrowed

and/or the like, and so enforces. However, Buyer and Client specifically agree all the terms and conditions are to be enforced and Buyer and Client specifically waive any statute or other right of any type, which would invalidate the enforceability of any provision or portion of a provision of this Agreement.

GOVERNING LAW: This Agreement shall be governed and enforced in accordance with the laws of the State of Indiana. In the event litigation is necessary to enforce any of the terms and conditions of this Agreement, Core Performance LLC, Buyer, and Client agree that the venue for such court action shall exclusively be Dane County, Wisconsin.

ATTORNEY FEES: In any action at law or equity that is brought to enforce the terms of this agreement or dispute thereof, each party shall be responsible for its own attorney's fees and cost and an award of such fees and costs shall not be granted in contradiction to this provision. This provision shall be construed as applicable to this entire agreement and any amendments created and properly executed hereunder.

MEDIATION AND ARBITRATION: The parties agree that should a dispute arise between them they will first submit the matter to mediation. In the event the parties cannot agree to a resolution in mediation then they agree to submit the matter to binding Arbitration to be held in Madison, Wisconsin. If they are unable to resolve the dispute in mediation then the parties shall submit the dispute for final determination to the commercial division of the American Arbitration Association or they may by mutual consent agree to an alternative method of dispute resolution. The parties agree that rights and responsibilities under this agreement are individual in nature and they will not attempt to be a part of or join in any class related to this license agreement.

ACKNOWLEDGEMENT: Core Performance LLC is independently owned and operated.

BUYER'S INITIALS: _____