



PERSONAL TRAINING CONTRACT



This contract is made and entered into this ____ day of _____ year _____, by and between

(hereinafter referred to as "Client") and Evolved Personal Training L.L.C.. Client understands that this contract is a personal training contract for a program consisting of strenuous physical activity including but not limited to, walking, running, weight training, strength training and aerobic activity. Client affirms that client does not suffer from any disability that would prevent or limit participation in this program.

Length of agreement: this agreement is based upon a reoccurring monthly term. Once an agreement has been signed a minimum one-month term is required. **Auto renewal will occur on the 1st of each month continuing until client terminates the contract.** Termination of additional renewals must occur in person to staff or owners. Client agrees that the terms of this contract is for the following period as marked below:

AUTO RENEWAL Beginning: _____ Price: \$ _____ Per person/per month

Discount: _____ /Prorated: _____

Method of Payment: Client must put personal Debit or Credit Card on file. Debit or credit account associated with client will be auto charged for fees due in accordance with this agreement. Payments of these charges must be paid in full prior to fulfilment of agreement. If client chooses to make payments in other forms (cash or check) those payments must be made prior to 1st of term month. This action would result in client's debit or credit account not charged for that term. Card would be charged for following month if no other form of payment is received. In the event that payment is not made within 1 day from the date due, suspension of training would occur until outstanding balance owed under this agreement is paid. Failure to pay shall result in service/ training sessions being suspended until account is brought current.

Frequency of payments:

Payment shall be made under the following method. Monthly auto reoccurring

Payment Taken:

Cash___ Check___ Credit/Debit Card___ Automatic Withdrawal(**required on File**)___

Client hereby agrees to provide client's credit card information and, in the event that payment is not made prior to the date said payment is due.

Client authorizes Evolved Personal Training to charge said credit/debit card for the amount of fees owed.

Client understands and agrees to be responsible for all collection costs and attorney's fees associated with the collection of any fees owed to Evolved Personal Training.

Non Transferability: Client acknowledges and agrees that this Contract is not transferable or assignable.

Cancellation/ Late Cancel: Client acknowledges and agrees that appointment times are reserved and that cancellations must be made a **Minimum of 24 hours in advance of the start of the scheduled training time** by contacting your trainer individually or by calling Evolved Personal Training (859)576-4389 leaving a message or voicemail. School cancellation does not declare session excused. Contact with

Client INT. _____

Evolved Training staff must be made in all scenarios of cancelation or absence. If client fails to show on any scheduled training session, client understands that client will be charged and agrees to be responsible for said charges. Every effort will be made to reschedule a properly cancelled training session according to the availability of the client and trainers. If client arrives late, client shall receive training for remainder of client's session allotted time. No sessions may continue over pre-determined training time.

Partner/ Small Group: Clients Absent to regularly scheduled training sessions agree to forfeit said sessions unless pre-written agreement has been made with said client, group members and owners of Evolved Personal Training LLC.

No rollover, accumulation or stockpiling of unused training session is allowed. Agreement is monthly term based on allotted number of training sessions. Unused sessions will be forfeited. Number of sessions will be reset on the first of the following month.

Termination of additional auto renewals must occur in person to staff or owners by signing termination documentation prior to the 1st of the following month.

Released of Liability: Client, for himself/herself, his/heirs, executors, administrators, relatives, and assigns, hereby releases Evolved Personal Training L.L.C., it's employees, contractors, subcontractors, shareholders, directors, and officers from any and all, claims, demands, controversies, damages, actions and causes of action on account of illness, sicknesses, soreness, medical conditions, personal injury, death, loss of services or consortium, property damage and any and all other loss and damage of every kind and nature which may occur while, during, or as a result of my activities or use of machinery and training equipment associated with the personal training under this contract, regardless of fault.

By signing below, I hereby agree to accept and be bound by terms conditions of this contract.

(Evolved Personal Training)

(Client)

Name: _____

Name: _____

Phone #: _____

Number of sessions per week _____

Name: _____

Day(s) times of training sessions

Phone #: _____

Name: _____

Phone #: _____

Name: _____

Phone #: _____

Client INT. _____