



SERVICE AGREEMENT

Welcome!

The following Service Agreement (the “**Agreement**”) clearly communicates our expectations in working together. Please raise any questions you have before signing to ensure we are all on the same page moving forward. Let’s do this!

In exchange for agreeing to work together with emBRACE Movement Spaces, you agree to be bound by the following conditions.

Contractual Terms

1. **Parties.** This Agreement is made between emBRACE Pilates LLC, a Limited Liability Company operating in the State of Florida (“**emBRACE Movement Spaces**”, “**we**”, “**us**”, and “**our**”) and you, the undersigned (electronically or by hand) or person who has clicked “I Agree” to this Agreement (“**you**” and “**your**”).
2. **Registration.** emBRACE Pilates LLC is registered with the State of Florida Department of Agriculture and Consumer Services as a Fitness Studio facility. Registration Number XXX.
3. **Our Commitment to You.** We promise to provide you with a wide variety of health and wellness services, including Pilates lessons, nutrition coaching, and personal training, as outlined in Schedule “A” Services (the “**Services**”). In order to provide the best possible experience, we will also do the following:
 - 3.1. We are committed to helping you achieve your personal wellness goals and to providing high-quality services.
 - 3.2. One-on-one programs will be customized to your unique individual needs, goals and abilities, while group programs will take into consideration the current level and general fitness profiles of registered participants.
 - 3.3. Communication is important to us, so we will do our best to clearly communicate with you about any preparation instructions, follow-up information or scheduling details related to your services.
4. **What We Expect of You.** Just as you are investing in us, we are also investing time and energy in you. For you to gain the most from the Services, here is what we expect of you:
 - 4.1. **Time Integrity.** Let’s honor our time. We expect you to commit to your personal wellness by showing up on time to each scheduled session, ready to participate in your selected service, class or workshop.
 - 4.2. **Ownership.** You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.
 - 4.3. **Commitment.** We expect you to be committed to the Services and your practice and that you will do things to help you improve your own body.
 - 4.4. **Communication.** We expect you to be upfront and honest about how your body works, what pains you have and your medical history. We can’t help if we don’t know what you are experiencing. Also, if you have any questions about our process, the exercises we choose, or anything else, please ask away!

- 5. 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 emBRACE Movement Spaces (the “Term”).
- 5.1. All renewals, terminations, and refunds for Florida residents will be strictly governed by the mandatory consumer rights outlined in Schedule 'B' (Florida Cancellation Clause).
- 5.2. Either party may terminate this Agreement at any time by providing 30 days advance written notice to the other party. However, if you terminate the Agreement before the Term is complete, you may be obligated to make all payments as outlined in Schedule “A” Services.
- 5.3. emBRACE Movement Spaces reserves the right to terminate this Agreement immediately if you violate any of the agreed-upon expectations. In this case, you will not be entitled to any refunds or any continued working relationship with emBRACE Movement Spaces.
- 5.4. Subscribers may cancel their subscription at any time by clicking the "Click to Cancel" link in Account Settings. This process is fully automated and does not require customer service intervention. Cancellation will take effect at the end of the current billing period; no further charges will be incurred thereafter
- 6. Payment.** Payment details and cost for the Services are outlined in Schedule “A” Services.
- 6.1. Payment Method on File.** You may elect to keep a payment method on file. By doing so, you authorize emBRACE Movement Spaces’ staff to charge that method for any sessions, applicable class pass for the month, auto-debit membership/subscription and/or cancellation fees (if applicable).
- 6.1.1. Payment for any teacher training at another studio can be made via cash, check, or Venmo (@embracemovementspaces)
- 6.2. Declined Charge.** In the event of a declined payment, your Services will be immediately suspended, pending your updating your payment information and paying the amount due in full.
- 6.3. Chargebacks.** It is common for the bank or lender managing the chargeback dispute on your behalf to keep fees and administrative costs, resulting in a loss for emBRACE Movement Spaces for the services already rendered. You will also be responsible for any fees and administrative costs incurred by us as a result of a chargeback issue that results in a determination in favor of emBRACE Movement Spaces.
- 7. Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how we’ve drafted our cancellation and refund policy:
- 7.1. **Refunds.** All sales are final. Services are non-refundable. Please refer to Schedule “B” for specifics under the laws of the State of Florida, which is also binding under this agreement.
- 7.2. **Cancellation & Reschedule Policy.** Please give 24 hours notice if you have to cancel or reschedule, provided it is in the timeframe of this Agreement. If you give less than 24 hours notice, we will not reschedule or refund your missed session.
- 7.3. **Subscription Continuity (No Pause Policy).** To maintain the subscription’s discounted pricing and guarantee your designated trainer and time slot, all subscriptions are continuous. We do not allow "pauses" or the overriding of charge dates for travel, illness, or missed weeks.
- 7.4. **Redemption of Missed Sessions.** While the billing date is fixed, missed sessions are not forfeited. You may redeem missed sessions by scheduling with an alternative trainer, booking an additional session during a different week, or joining a semi-private group session, subject to availability. All redeemed sessions must be used within the specific validity period outlined in Schedule “A.” In accordance with our “No Rollover” policy, any sessions not redeemed within the designated timeframe will be forfeited

- 8. No Guarantees.** emBRACE Movement Spaces cannot guarantee the success of the Services. We promise to provide you with the opportunity and Services to support you and 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 our Services.
- 8.1.** Our teaching, consultations and continuing education of Pilates Instructors do not offer or include any certification or continuing education credits.
- 9. Ownership of Materials.** All the content that we have provided to you, including but not limited to videos, documents and PDFs, is for your use only and is not to be redistributed or reused.
- 10. Media Release.** We think you're awesome and want to show you off! By participating in the Services at/with emBRACE Movement Spaces, you agree to grant us the irrevocable right to use your image, likeness, photos, video content, and audio recordings captured of you on the premises or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to such use. Please let us know if you ever want us to stop using an image of you.
- 11. Personal Security & Privacy.** For the safety and security of all guests and staff, cameras are in use throughout the facility in common areas and non-private spaces. Your privacy is ensured in treatment rooms, changing areas, and restrooms.
- 12. Substitute Services.** emBRACE Movement Spaces has the right to substitute services. This means that if we ever need to switch to online services or asynchronous virtual offerings due to circumstances beyond our control, we have the right to such a substitution for in-person classes.
- 13. Legal Fees.** You will be responsible for any and all legal fees incurred by emBRACE Movement Spaces in connection with any potential chargeback issues (for example, if you want to issue a chargeback or contest a Payment).
- 14. Waiver.** Before the Services can begin, you must sign our Waiver and Release of Liability. Please read it and make sure you understand it. You must sign both the Waiver and Release of Liability to confirm that you understand and agree to them.
- 15. Force Majeure.** emBRACE Movement Spaces will not be liable for any failure or delay regarding the Services if such failure or delay is: beyond the reasonable control of emBRACE Movement Spaces, could not have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery.
- 16.** Any controversy or claim arising out of or relating to this agreement shall be settled exclusively by binding arbitration conducted in the State of Florida or through such other arbitrator as mutually agreed upon by the parties. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction. The losing party shall bear the costs of arbitration. The arbitration award shall be final and binding upon the parties, and the parties hereby waive any rights to appeal or challenge the award, to the extent permitted by applicable law. This arbitration clause shall survive the termination or expiration of this agreement.
- 17. Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Florida. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Florida. **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 emBRACE Movement Spaces 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 is 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.** We 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 we 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

emBRACE Movement Spaces
Per: Rachel Jimenez, Owner

Date: _____

Signature

Printed Name

Date: _____

SCHEDULE "A" SERVICES

Per Session Options

<i>Session Type</i>	<i>Rate (per person)</i>	<i>Details</i>
Private	\$90.00	
Duet	\$65.00	<ul style="list-style-type: none"> • Maximum two (2) students
Trio	\$55.00	<ul style="list-style-type: none"> • Maximum three (3) students
Semi private	\$45.00	<ul style="list-style-type: none"> • Up to 4 people can book on our open schedule.

Package Options

<i>Session Type</i>	<i>Rate (per person)</i>	<i>Details</i>
Private 3-pack	\$239.00	<ul style="list-style-type: none"> • Validity - Thirty (30) days (no rollovers) • Time - 150 minutes • Can be redeemed for a private, semi-private or small group session
Private 6-pack	\$468.00	<ul style="list-style-type: none"> • Validity - Thirty (30) days (no rollovers) • Time - 300 minutes • Can be redeemed for a private, semi-private or small group session
Private (subscription)	\$299.00	<ul style="list-style-type: none"> • Valid for - Four (4) Pilates or Strength Sessions • Validity - Four (4) weeks (recurring) • Can be redeemed for a private, semi-private or small group session
Private (subscription)	\$568.00	<ul style="list-style-type: none"> • Valid for - Eight (8) Pilates or Strength Sessions • Validity - Four (4) weeks (recurring) • Can be redeemed for a private, semi-private or small group session
Private (subscription)	\$840.00	<ul style="list-style-type: none"> • Valid for - Twelve (12) Pilates or Strength Sessions • Validity - Four (4) weeks (recurring) • Can be redeemed for a private, semi-private or small group session
Duet 3-pack	\$189.00	<ul style="list-style-type: none"> • Validity - Thirty (30) days (no rollovers) • Time - 150 minutes • Valid for - Duet Pilates or Strength Sessions

Duet 6-pack	\$368.00	<ul style="list-style-type: none"> • Validity - Thirty (30) days (no rollovers) • Time - 300 minutes • Valid for - Duet Pilates or Strength Sessions or any semi-private sessions
Semi-Private 3-pack	\$109.00	<ul style="list-style-type: none"> • Validity - Thirty (30) days (no rollovers) • Time - 150 minutes • Valid for - Semi-Private Pilates or Strength Sessions
Semi-Private 6-pack	\$210.00	<ul style="list-style-type: none"> • Validity - Thirty (30) days (no rollovers) • Time - 300 minutes • Valid for - Semi-Private Pilates or Strength Sessions
Semi-Private (subscription)	\$139.00	<ul style="list-style-type: none"> • Valid for - 1 Session per week / Four (4) sessions total • Validity - Four (4) weeks (recurring)
Semi-Private (subscription)	\$239.00	<ul style="list-style-type: none"> • Valid for - 2 Sessions per week / Eight (8) sessions total • Validity - Four (4) weeks (recurring)
Semi-Private (subscription)	\$336.00	<ul style="list-style-type: none"> • Valid for - 3 Sessions per week / Twelve (12) sessions total • Validity - Four (4) weeks (recurring)

Introductory and Special Deals (may have limited validity and sales periods)

Session Type	Rate (per person)	Details
Introductory Package	\$110.00	<ul style="list-style-type: none"> • Valid only once per participant • Valid for - Strength and Pilates Introductory Package • Validity - Thirty (30) days (no rollovers)
Strength Training Special	\$190.00	<ul style="list-style-type: none"> • Valid for - Strength Training New Client Special • Validity - Thirty (30) days (no rollovers)
Pilates Special	\$190.00	<ul style="list-style-type: none"> • Valid for - Pilates New Client Special • Validity - Thirty (30) days (no rollovers)

Online Options

Session Type	Rate	Validity
Online Programming	\$40/week or \$150/month	<ul style="list-style-type: none">• Monthly (recurring)
Online Nutrition Coaching	\$150/month	<ul style="list-style-type: none">• Monthly (recurring)
Online Prog. & Nutrition	\$275/month	<ul style="list-style-type: none">• Monthly (recurring)
Online Strength + 1 Session	\$220/month	<ul style="list-style-type: none">• Monthly (recurring)• Includes Online Strength Training Programming + One (1) Monthly Session

Gift Cards

Gift Card Type	Rate	Validity
Introductory Pilates	\$60.00	<ul style="list-style-type: none">• Valid for - One (1) 60-Minute Introductory Pilates Session
Introductory Strength	\$60.00	<ul style="list-style-type: none">• Valid for - One (1) 60-Minute Introductory Strength Training Session
Single Pilates Session	\$75.00	<ul style="list-style-type: none">• Valid for - One (1) 50-Minute Pilates Session

Teacher Training/Consultation Services

Session Type	Rate	Notes
Teacher Training	\$130/hour	<ul style="list-style-type: none">• Payable via cash, check, or Venmo (@embracemovementspaces)• This does not include or provide a certification or continuing education credits.

SCHEDULE "B" State of Florida - CANCELLATION CLAUSE

3-Day Cooling Off Period: Penalty-free cancellation of the contract is permitted within three (3) days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to emBRACE Movement Spaces. Upon such notice, emBRACE Movement Spaces shall refund all monies paid under the contract, except that emBRACE Movement Spaces may retain an amount computed by pro-rating any days or classes used. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within this 3-day provision.

Studio Relocation or Closure: Cancellation and refund of the contract are permitted if emBRACE Movement Spaces goes out of business or moves its facilities more than five (5) driving miles from the business location designated in such contract and fails to provide, within thirty (30) days, a facility of equal quality located within five (5) driving miles of the designated business location at no additional cost to the buyer.

Buyer Relocation: You may cancel this contract if you move your residence more than twenty-five (25) miles from any health studio operated by emBRACE Movement Spaces and are unable to transfer the contract to a comparable facility of equal quality located within five (5) miles of your new residence. In the event of such cancellation, you shall be entitled to a pro-rated refund of any prepaid sessions, less a cancellation fee not to exceed \$100.00.

Notice and Effect of Cancellation: Notice of intent to cancel by the buyer shall be given in writing to emBRACE Movement Spaces. Such a notice of cancellation shall also automatically terminate the consumer's obligation to any entity to whom emBRACE Movement Spaces has subrogated or assigned the consumer's contract. The business location of emBRACE Movement Spaces shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

- Upon sale, for not more than fourteen (14) consecutive days; or
- During ownership, for not more than seven (7) consecutive days and not more than two periods of seven (7) consecutive days in any calendar year. A pro-rated refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph.

Contact Information: The buyer has sixty (60) days to contact the Florida Department of Agriculture and Consumer Services for information should emBRACE Movement Spaces go out of business.

Death or Disability: A pro-rated value will be refunded if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services that he or she used from the commencement of the contract until the time of disability. The contract may require the buyer or the buyer's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation shall be established if the buyer furnishes to emBRACE Movement Spaces a certification of such disability by a physician licensed under Chapter 458, Chapter 459, Chapter 460, or Chapter 461 to the extent the diagnosis or treatment of the disability is within the physician's scope of practice. A pro-rated refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph.

Contract Terms and Renewals: The initial contract will not be for a period in excess of thirty-six (36) months and thereafter shall only be renewable annually. Such renewal contracts may not be executed, and the fee therefore paid, until sixty (60) days or less before the preceding contract expires.

Identification: If emBRACE Movement Spaces requires a buyer to furnish identification upon entry to the facility and as a condition of using the services, emBRACE Movement Spaces shall provide the buyer with the means of such identification.

SHOULD YOU CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT emBRACE MOVEMENT SPACES CEASES TO OPERATE. emBRACE MOVEMENT SPACES IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE. CLIENT ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH emBRACE MOVEMENT SPACES AND CLIENT AND ACKNOWLEDGES THE AGREEMENT TERMS.