



Pivot Performance, Inc

Training Services Agreement

Welcome to Pivot Performance and congratulations on beginning your training program! We are delighted you chose us as a part of your commitment to health and fitness. With our help, you will improve your ability to accomplish your health and fitness goals faster, safer, and with maximum benefits.

To maximize progress, it is important to follow program guidelines during supervised and (if applicable) unsupervised training days. Remember, exercise and healthy eating are EQUALLY important!

The following information will provide you with important program policies. Before getting started, please read, and sign this form to acknowledge that you have read and understand the following information.

Personal Training Information and Policies

This Agreement is made and accepted by and between Pivot Performance, Inc and Client named below.

Client Signature			Date	
Full Name of Client			Email Address	
Street Address	Apt/Unit	Mobile Number		
City	ST	Zip	Alternate or Work Number	Ext
Emergency Contact			Mobile Number	Ext

1. Client and Pivot Performance, Inc. In consideration of the mutual promises exchanged herein and other good and valuable considerations, the parties agree as follows:
2. Commitment: By purchasing sessions, Client is making a commitment to their health. Clients should follow the program and instructions of Pivot Performance, Inc to the best of their ability to maximize their results and better achieve their goals. Remember, the ultimate results are up to you, the Client. A Pivot Performance, Inc trainer will instruct Client how to train their muscles correctly and encourage them to go to their safe limit, but Client is the only one who can assure they workout consistently, eat properly, get the necessary rest, and live a healthy lifestyle as best they can. *Fitness Assessment and Orientation* is provided at no charge, as long as one session from the program offerings is used. If no session takes place, a customary charge of \$180 dollars is required for the fitness assessment.
3. Specifics: Pivot Performance, Inc and Client shall agree upon the time, program type, content, and location of personal training sessions ("sessions") at the rate set forth in this agreement.
4. Length of Sessions: Sessions will last approximately fifty (50) minutes. Pivot Performance, Inc may opt to vary the length of sessions at their discretion.
5. Punctuality: Client will be ready to train at the time agreed upon. Failure to be prepared to train may result in a shortened workout or possible cancellation of the Session under paragraph nine (9) if Client is more than fifteen (15) minutes late. If Client anticipates running late, Client should contact Pivot Performance, Inc at their earliest opportunity.
6. Attire: Client should wear comfortable workout attire, including, but not limited to, t-shirts, shorts, tights, sweats, and/or tracksuits. Athletic shoes must be supportive and functional. Workout gloves are optional as well as facial coverings (masks). Please do not hesitate to ask Pivot Performance, Inc for advice on what type of clothing and shoes are appropriate.

7. **Discontinuing Exercises:** Client may refuse or discontinue any exercise for any reason. It is Client's responsibility to notify the trainer of any discomfort or pain arising from or during exercise, as well as any and all other known limitations Client has or experiences so that the trainer may accommodate Client and substitute another exercise to work that particular muscle group.
8. **Payment:** Payment may be made in advance of sessions in one lump sum or may be financed through equal monthly payments over the course of up to three months. Pivot Performance, Inc accepts Venmo, PayPal. It is Client's responsibility to pay their bill, even in the event they do not receive an invoice. If Client's payment is more than two weeks overdue, Pivot Performance, Inc may suspend sessions until Client's outstanding invoice is current.
 - 8.1. **Example:** if Client signs the contract on April 19th, they will pay the first month's installment upon signing on April 19th and will be mailed their next invoice for the second month's installment on May 1st, NOT May 19th. Payment is due to Pivot Performance, Inc on or before the 15th calendar day of the month in which the invoice is sent. Payment must be completed for all sessions before any new or renewal contract may be signed.
9. **Cancellation of Individual Sessions:** A twenty-four (24) hour cancellation notice, by phone, is required for rescheduling or cancelling all individual sessions. All cancellations with less than twenty-four (24) hour notice will result in forfeiture of the Session without refund. If Pivot Performance, Inc must cancel a Session, Pivot Performance, Inc will do so, by phone, with at least twenty-four (24) hour notice or Client will receive a *complimentary* Session.
10. **Cancellation and Refund of All Sessions:** Client may cancel this contract within three (3) business days from the date the contract is signed for a full refund.
11. **Relocation:** Should Client relocate to a distance greater than 5 miles outside the Pivot Performance, Inc Designated Training Sites or a distance greater than 5 miles from any Pivot Performance, Inc Training Site (i.e. public park site listed as a Pivot Performance, Inc Training Site location), Client may cancel this contract and shall be liable for only that portion of the charges allocable to the time before reasonable evidence of such location is presented to Pivot Performance, Inc, plus a contract termination fee of 10% of the unused balance or \$80, whichever is less.
12. **Death or Disability:** Should Client become unable to use or receive services under this contract due to death or disability, Client shall be liable only for that portion of the charges allocable to the time prior to death or the onset of disability.
13. **Cancellations in Writing:** Notice of cancellation must be made in writing and delivered to Pivot Performance, Inc by either email or in person. For any and all cancellations of all sessions or all remaining sessions subject to the requirements of paragraphs nine (9) to eleven (11) above please email to pivot@pivotperformance.fit. All refunds will be made to the Client within thirty (30) days of receipt of the cancellation notice.
14. **Option to Renew:** Upon contract renewal, Pivot Performance, Inc will waive the initial registration fee to which all new contracts are subject. By renewing a contract, Client acknowledges and agrees that Pivot Performance, Inc acted professionally in all prior sessions.

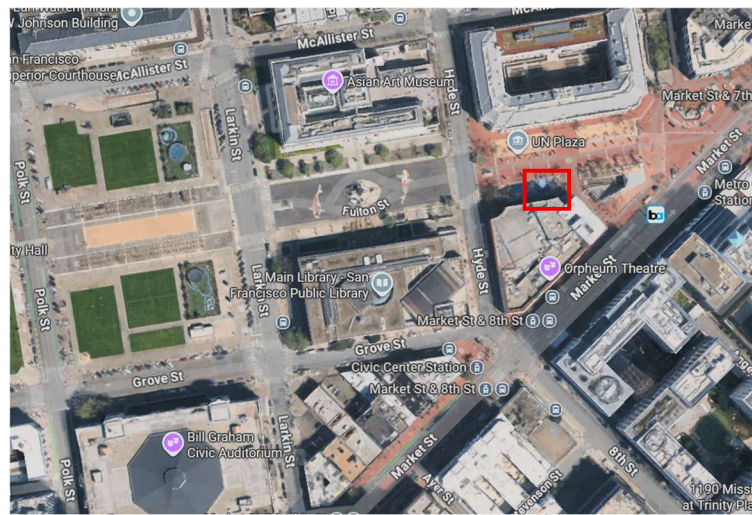
Pivot Performance Designated Training Sites



Marina Green Fitness Court



Mission Bay Fitness Court



Civic Center Fitness Court