



## SERVICE AGREEMENT

### Welcome!

#### Why You're Reading this Document

The following Service Agreement (the "**Agreement**") will clearly communicate my expectations in working together. Please raise any questions you have before signing to make sure we are on the same page moving forward. Let's do this!

In exchange for agreeing to work together with Journey To Be Studio, you agree to be bound by the following conditions.

#### Contractual Terms

1. **Parties.** This Agreement is made between Melissa Burton, a Sole Proprietorship operating out of the Province of Ontario ("**Journey To Be Studio**", "**I**", "**me**", and "**my**") and you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Agreement ("**you**" and "**your**").
2. **My Commitment to You.** We promise to provide you with yoga and fitness instruction as outlined in Schedule "A" Services (the "**Services**"). Here is what you can expect from us:
  - 2.1. You can expect movement for health.
  - 2.2. You can expect plenty of options to suit your needs.
  - 2.3. You can expect to become part of a supportive community.
  - 2.4. You can expect to have a wow experience in each class.
3. **Qualifications.** At Journey to Be Studio, we collectively hold the following professional qualifications and certifications: Certified Yoga Teacher, Fitness Instructor Specialist, Personal Trainer Specialist, Active Aging Certificate, Children's, Fitness Coach, Pre/Post Natal Fitness Specialist, Yoga Trapeze instructor, YMCA Group Fitness Instructor, Pilates Certificate, TRX STC, and TRX Yoga Flow.
4. **Scope of Practice.**
  - 4.1. Here is what we will be doing together:
    - 4.1.1. Group and Private Yoga and Fitness sessions.
    - 4.1.2. Training and Certification of Yoga and Fitness Instructors.
  - 4.2. Here is what we will not be doing together:
    - 4.2.1. We do not offer diet plans.
5. **What We Expect of You.** Just as you are investing in me, we are also investing time and energy in you. For you to gain the most from our practice together and the Services, here is what we expect of you:
  - 5.1. **Class Registration.** All participants must be registered for a class at least two (2) hours in advance. If there are no registrations, we will cancel the class.



- 5.2. Waitlisting.** If your class of choice is fully booked, and you add yourself to the waitlist, you may be added to the class no later than one (1) hour before the class begins. As waitlist confirmations are automated, you must remove yourself if you no longer want to attend.
- 5.3. Time Integrity.** Let's honor our time. Time integrity and keeping your word is important. Please arrive on time (but no more than ten (10) minutes prior to the scheduled start time) and honor the length of the Services and the cancellation policy detailed below.
- 5.4. Ownership.** You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.
- 5.5. Commitment.** We expect you to be committed to the Services and your practice and that you will do things to help you take care of your own body. Take time to respect and honour your body, never pushing to the point of pain.
- 5.6. 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!
- 5.7. Respect.** Respect all members of our community and by treating others as you would like to be treated.
- 5.8. Payment.** You will make payment on time every time!
- 6. 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 Journey To Be Studio (the "Term").
- 6.1.** The Agreement may be terminated by either party at any time by providing 30 days advance written notice to the other party (email is fine). However, if you terminate the Agreement before the Term is complete, you will be obligated to make all payments as outlined in Schedule "A" Services.
- 6.2.** Journey To Be Studio reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined above, and you will not be entitled to any refunds or any continued working relationship with Journey To Be Studio.
- 7. Payment.** Payment details and cost for the Services are outlined in Schedule "A" Services.
- 8. Fluctuation of Payments.** You understand that we reserve the right to change our prices and that in your acceptance of these new prices and continued payment, you continue to be bound to all the terms of this Agreement. We will always provide at least 14 days notice before raising any prices, and we will communicate with you to ensure you are aware of any changes.
- 9. Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how I've drafted my cancellation and refund policy:
- 9.1. Refunds.** Our Services are non-refundable, We will consider transferrable credits on a case-by-case basis and at our discretion.
- 9.2. Cancellation / Reschedule Policy.** All cancellations must be made via our automated booking system or by speaking to us directly. We require 12 hours notice if you have to cancel or reschedule, provided it is in the timeframe of this Agreement.
- 9.3. Late Cancellation and No Show.** Unlimited members will be charged a CAD \$10 penalty after the first offense. Limited and Drop-In members forfeit a class from their membership, for drop-in/ class packs, they will also forfeit their class.
- 9.4. Roll Overs.** We do not permit rollovers in our limited memberships.



- 9.5. Membership Freeze.** We allow one (1) membership freeze per 12 months for two (2) weeks to (2) months. To action a freeze we require a minimum of 30 days written notice. The term of the freeze will be added to the term of the contract.
- 10. Confidentiality.** We operate and grow in a safe space. We want you to know that everything shared throughout the Services is strictly confidential. You, on the other hand, are free to share anything you choose to. We may choose to share anonymous information about you for professional or promotional purposes, but confidential or personal information will only be used to complete the Services, except for in the following scenarios:
- 10.1.** To provide any necessary or relevant information to a medical or healthcare professional or entity
  - 10.2.** As required by law or court order
  - 10.3.** When there is a risk of imminent danger to yourself or others
  - 10.4.** Where there is a reasonable suspicion that a child or any vulnerable person is in need of protection.
- 11. No Guarantees.** Journey To Be Studio cannot guarantee the success of the Services. We promise to provide you with the opportunity and support to 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.
- 12. Ownership of Materials.** All the content that we have provided to you, including but not limited to videos, documents and PDFs, are for your use only and are not to be re-distributed or re-used.
- 13. Damage to Equipment.** You understand that you will be fully responsible for any damage that you cause to any equipment we use at our facility, whether or not such damage happens on purpose or by accident.
- 14. Waiver.** Before the Services can begin, you must sign my Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
- 15. Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach of this agreement shall be settled exclusively by arbitration. You also agree that should arbitration take place, it will be exclusive to the courts of the Province of Ontario or such other arbitrator mutually agreed upon by the parties. The arbitrator's decision shall be final and binding on both parties and enforceable in any court of competent jurisdiction. The costs of the arbitration shall be borne by the losing party. 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 contract.
- 16. Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the Province of Ontario. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the Province of Ontario. **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 me 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.** I 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 I 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

Melissa Burton  
Per: Melissa Burton, Owner

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_



## SCHEDULE "A" SERVICES

### Group and Personal Training Memberships

- Class passes will expire one (1) year from the date of purchase and are non-refundable.
- Class passes may be transferred at the Studio's discretion.
- All rates are subject to HST.
- All monthly memberships auto-renew

<b>Group Class Memberships</b>		
Intro (available to new customers only)	CAD \$69.00	Unlimited classes for 21 days
Unlimited	CAD \$160.00 per month	<ul style="list-style-type: none"> <li>• Unlimited classes</li> <li>• Auto renews monthly</li> </ul>
4 classes per month	CAD \$75.00	<ul style="list-style-type: none"> <li>• 4 classes per month (no rollover)</li> <li>• Auto renews monthly</li> </ul>
8 classes per month	CAD \$120.00	<ul style="list-style-type: none"> <li>• 8 classes per month (no rollover)</li> <li>• Auto renews monthly</li> </ul>
<b>Group Class Passes</b>		
Drop-In	CAD \$25.00 per class	Valid for 30 days from the date of purchase
10-Class Pass	CAD \$199.00	Valid for one (1) year
<b>Personal Training and Private Classes</b>		
Private one-on-one Sessions	CAD \$65.00 per hour	We permit one or two participants
Intro-Pack (available to new customers only)	CAD \$175.00	<ul style="list-style-type: none"> <li>• 3 x one-hour sessions</li> <li>• 1 x telephone consultation</li> </ul>
5-Session Pack	CAD \$300.00	Valid for three (3) months from the date of purchase
10-Session Pack	CAD \$550.00	Valid for six (6) months from the date of purchase
20-Session Pack	CAD \$1000.00	Valid for one (1) year from the date of purchase
<b>Semi-Private Training</b>		
3 People	CAD \$85.00	Valid for 30 days from the date of purchase
4 People	CAD \$95.00	Valid for 30 days from the date of purchase



5 People	CAD \$105.00	Valid for 30 days from the date of purchase
6 People	CAD \$115.00	Valid for 30 days from the date of purchase
7-10 People	CAD \$125.00	Valid for 30 days from the date of purchase

Are you planning a Special Event and looking for Yoga or Fitness?  
 We have many options available!  
 Contact us for details.