

Agreement Between Member and SPINTENSITY
6730 22nd Ave N, Ste B, St. Petersburg, FL 33713
SPINTENSITY is registered with the State of Florida as a Health Studio.
Registration NO. Is HS13809

Members are entitled to the penalty-free cancellation of this contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all moneys paid under the contract, except that SPINTENSITY may retain an amount computed by dividing the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that SPINTENSITY's services have been rendered. A refund shall be issued within 30 days after receipt of the notice of cancellation. The initial contract will not be for a period in excess of 30 days. Renewal contracts may not be executed, and the fee thereafter paid until the proceeding contract expires. All Unlimited Month packages will expire 30 days from the date of use. All other packages and single sessions have 1 year from the date of purchase to be used from the date of purchase.

Members are entitled to the cancellation and refund of the contract if this business location closes or moves its facilities more than five (5) driving miles and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles at no additional cost to the buyer.

Members should be advised that any notice of his/her intent to cancel shall be given in writing to SPINTENSITY. Such a notice of cancellation shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. If the health studio wishes to enforce such contract after receipt of such showing, it may request the department to determine the sufficiency of the showing.

Members should be advised that if the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises: 1. Upon sale, for not more than 14 consecutive days; or 2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A refund will be issued within 30 days after receipt of this notice.

Members are advised to contact the Florida Department of Agriculture & Consumer Services for information within 60 days should the health studio go out of business to address any unresolved conflicts.

This contract may be cancelled if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The buyer or the buyer's

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estate seeking relief under this paragraph may be required to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days.

The initial contract will not exceed 36 months and thereafter shall only be renewable annually. Renewal contracts may not be executed, and the fee therefore paid until 60 days or less before the preceding contract expires.