

Date entered:

Trainer: _____
Club: _____

(PLEASE PRINT)

MEMBER: Doe John S BIRTH DATE: 1/1/50
LAST FIRST MI

ADDRESS: 503 West Main St CITY: Carrboro STATE: NC ZIP: 27510

HOME PHONE: CELL: 919-555-5555 EMAIL: john@doe.com

PERSONAL TRAINING PACKAGE (PIF/FINANCE OPTIONS)

# Of Sessions	Price Per Session	Package Cost	Monthly Payment	Monthly Finance Charges		Client Initials
				# Of Payments	Draft Start Date	
12 months	\$149/month	\$1788+\$100 set-up fee	\$149	12	1/1/2014	

PRE-AUTHORIZED PAYMENT AGREEMENT (PAP) Notes: 1st payment, 1/1: \$100 set up+\$149=\$249

The undersigned hereby authorizes and directs O2 Fitness to draw checks of prepared debits, paper or electronic, through Visa, Mastercard, Amex, Discovery, or checking account covering all amounts due under this Agreement. The member acknowledges that the same Credit Card or Checking Account information must be used for all O2 Fitness charges that require pre-authorization payment. Therefore, the following Pre-Authorized Payment information will be used for all current and previous agreement charges, whether Membership, Nutrition or Personal Training, or additional services that require pre-authorized payment information.

Credit Card Visa XXXX-XXXX-XXXX-XXXX 01/20 27510
TYPE NUMBER EXPIRATION DATE CARD ZIP

Checking
BANK ROUTING NUMBER ACCOUNT NUMBER

*Attach voided check of CC imprint/copy

Account Holder Name: _____

Signature: _____

Thank you for choosing a Personal Training Program with O2 Fitness. Our goals are to help you achieve the results you are looking for and to make your fitness experience an enjoyable one. The following terms and conditions apply to your Personal Fitness Training Program:

- We will apply all payments received to pay the installments (including late charges, if any) in the order in which they are scheduled to be paid. The seller shall be entitled to see, transfer, discount or assign this agreement to a financial institution or other entity without consent of buyer.
- You are in default if: a) We do not receive installment payments from you on or before the Due Date; or b) You fail to fulfill one of more of your obligations or promises under this Contract including full compliance with Club Rules and Regulations; or c) Insolvency actions are begun by or against you, insolvency included situations where you are unable to pay all of your debts as they become due.
- If you are in default as herein above provided, we can demand immediate payment of all unpaid installments.
- O2 Fitness will charge a \$25 fee for all returned payments.
- If your failure to pay any one of more of the installments due under this Contract results in Seller's retaining an attorney for collecting proceeding, you shall pay reasonable attorney's fees (75% if not prohibited by law) and court cost allowed by law.

- You agree to arrive 10 minutes prior to you scheduled appointments. If you arrive late for any session, your appointment will finished at the scheduled completion time.
- You agree that if you feel light-headed, dizzy, nauseous, or experience pain or discomfort at any time during a training session, you will immediately stop the activty and inform your Personal Trainer.
- You agree to inform your Personal Trainer of any conditions or changes in your health at any time while participating in the Program, which might affect your ability to exercise safely and with minimal risk of iniurv.
- You agree to provide at least twenty-four hours notice to the Personal Trainer if you wish to cancel as scheduled appointment. If an appointment is cancelled with less than twenty-four hours notice you will be charged for that training session.
- Member may cancel the package due to relocation outside of 30 miles from any O2 fitness or for valid medical reasons after paying the balance between monies collected to that point by automatic draft and the number of sessions performed multiplied by the open rate of the level of trainer they purchased.

We request that you not offer your Personal Trainer gratuities as this is neither necessary nor expected. We encourage you to notify the Fitness Consultant or Club Manager, if you feel your Personal Trainer has done an outstanding job. We are confident that you will be entirely satisfied with your Personal Training, or your trainer cannot continue with your training, management will provide you with another qualified trainer to resume and complete your remaining sessions.

YOU ACKNOWLEDGE THAT THERE IS RISK ASSOCIATED WITH PARTICIPATING IN FITNESS PROGRAMS AND YOU WILL ASSUME ALL RISK AND RELEASE US FROM ANY LIABILITY FOR DAMAGES OR CLAIMS ARISING OUT OF INJURY SUSTAINED BY YOU WHILE PARTICIPATING IN THE PERSONAL TRAINING PROGRAM AND YOU ACKNOWLEDGE THAT YOU HAVE SIGNED A MEMBERSHIP AGREEMENT AND RELEASE AND WAIVER OF CLAIMS, AND UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS OF THE MEMBERSHIP AGREEMENT, AND RELEASE AND WAIVER OF CLAIMS SHALL FORM PART OF THIS AGREEMENT, WHETHER THE PROGRAM IS PROVIDED AT O2 FITNESS, AT YOUR RESIDENCE OR ELSEWHERE. A DEFAULT UNDER EITHER THE MEMBERSHIP AGREEMENT OR THE PERSONAL TRAINING AGREEMENT SHALL BE DEEMED A DEFAULT UNDER THE OTHER.

You confirm and acknowledge that this agreement is non-cancelable and non-refundable for any reason.

Dated at Durham, North Carolina the date first written

Member Signature: _____

Date: _____

O2 Fitness Rep Signature: _____

Date: _____

This agreement is subject to Head Office approval.