



Name:		D.O.B.:	
Address:			
City, St, Zip:			
Phone:			
Email Address:			
Emergency Contact:	Phone	Relation:	
Who Referred You to Spinnergy Fitness:			
Package/Interest: (Check all that apply)	<input type="checkbox"/> Personal Training	<input type="checkbox"/> Spin	<input type="checkbox"/> Boxing

Studio Contract

I (Client) agree to the contract chosen above and any increase in fees that may arise. I also agree to the Terms of Contract attached hereto. I agree that I and all persons using the Spinnergy Fitness Studio (Studio) under this contract are bound by and shall comply with the rules and regulations of the Studio as they may be amended from time to time. In consideration of the Contract Rights granted hereunder, the Client accepts the Studio's services and facilities "as is" and agrees that all use of the Studio services and facilities shall be undertaken at the client's sole risk. I understand there is risk involved in physical activities and I have consulted with my medical professional and I was advised that I am capable of undertaking a strenuous fitness routine or program. I, as a Studio client, shall not hold Spinnergy Fitness liable for any injuries or damage to my person or property, or that of my family or guests, arising out of the use of the Studio's services or facilities, whether only resulting from acts of active or passive negligence on the part of the Studio, its officers or agents. I further understand that the Studio shall not be responsible for any of my property, or the property of my family or guests, which is lost or stolen in the Studio.

Client's Signature:

Date:



Terms of Contract

Payments for Spin, Gym or Training Packages are to be paid in full for chosen package. Payment can be made directly to Spinner Energy by cash, credit card, or check on a monthly basis only.

Client may cancel this contract within three days, exclusive of holidays and weekends, penalty free upon the mailing or delivery of written notice to Spinner Energy and refund upon such notice of all moneys paid under the contract except Spinner Energy may deduct from the funds refunded the charges for those sessions of training or spin sessions actually used by the client. All refunds shall be issued within thirty days after receipt of the notice of cancellation.

If Spinner Energy goes out of business or moves its facilities more than 5 miles from its present location and fails to provide within 30 days a facility of equal quality located within five miles of the present location at no additional cost client shall be entitled to a refund

Any notice of intent to cancel by the client shall be given in writing to Spinner Energy. Such notice of cancellation from the client shall also terminate automatically the consumer's obligation to any entity to whom Spinner Energy has subrogated or assigned the client's contract.

If the Department of Agriculture and Consumer Services determines that a refund is due to the client, 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 Spinner Energy shall not be deemed out of business when temporarily closed for repair and renovation of the premises; upon sale for not more than 14 consecutive days, during ownership form not more than 7 consecutive days and not more than (2) two periods of seven days in any calendar year.

The client is advised to contact the Department of Agriculture and Consumer Services for information within 60 days should Spinner Energy go out of business.

The contract may be cancelled if the client dies or become 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 the 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. A physical disability sufficient to warrant cancellation of the contract by the client shall be established if the buyer furnishes to Spinner Energy 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 after receipt of the notice of cancellation made pursuant to this paragraph.

The Health Studio registration number is HS8423.

For Training Clients: Upon the departure or extended absence of your trainer, your remaining or unused training sessions will not be refunded but will be trained out with an available in-house trainer.

To be fair to those who are on standby for a spin bike, reserved spin class spots not cancelled in advance will have a surcharge added to their account, to be paid in full at next package signup.

Childcare is available for package holders. We limit space to eight children, so a reservation is required for childcare. Children are not allowed in the gym or on the equipment at any time. Childcare is for children 2 years of age and older.

Spinnergy Fitness Studio shall have the right to deny admittance to the Studio to any client whose dues are more than 30 days past due until their account is brought current.

Spinnergy Fitness only collects fees for services directly from the client on a monthly basis.

SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 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 THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO 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.

If at any time a client's account is delinquent, Spinnergy Fitness reserves the right to terminate the contract and initiate collections proceedings for the entire amount of the contract and/or any amounts due plus any attorney fees accumulated. Non-use of the studio does NOT constitute a dropped contract or relieve the associate of the responsibility for accumulating dues. In the event of collection proceedings (or any action, lawsuit or legal proceedings regarding this contract), it is agreed that (a) venue of any such collection or legal action shall be in Pinellas County, Florida, the location of Spinnergy Fitness and the location where this contract was entered into; and (b) Spinnergy Fitness shall also recover a reasonable attorney's fee upon the successful prosecution of its claim along with all court costs and (c) Spinnergy Fitness shall be entitled to finance charges on any unpaid balances at the rate of 1% per month or 12% annualized (simple interest).

Clients agree to abide by Spinnergy Fitness Studio's Rules and Regulations and the Code of Conduct and agree that all persons using the Studio under this Contract are bound by and shall comply with the rules and regulations of the Studio as they may be amended from time to time. Spinnergy Fitness does not tolerate or condone behavior that can be characterized as harassment or abusive. Clients shall not exhibit such behavior. All persons at Spinnergy Fitness whether Clients, Trainers or Managers shall be treated with respect and in a courteous manner at all times. Spinnergy Fitness reserves the right to deny admittance to any client based on behavior.

RULES AND REGULATIONS: In order to make our studio clean, safe and enjoyable for all clients, it is necessary for use to provide certain rules and regulations and to uniformly enforce them. Spinnergy Fitness reserves the right to alter and/or add to the rules in order to maintain the best possible exercise environment. Please familiarize yourself with the attached rules. By my signature of this Agreement, I certify that I have fully read this Agreement and I will comply with the terms and conditions herein. If requested, a copy of this Agreement is available for your records.

Client's Signature:

Date:



Rules and Regulations of Spinner Energy Fitness

On every visit each client will show their key tag card, furnished at time of enrollment, upon entering Studio. Lost or stolen key tag cards require a \$15 replacement fee.

You must always have a workout towel with you throughout the workout, wiping off equipment after use.

Workout bags, purses and other personal belongings must be kept in lockers, never on the workout floor. Spinner Energy Fitness is not responsible for personal belongings lost, stolen or left at the studio or in the parking lot.

You must rack all plates, barbells and dumbbells after use.

You must allow other clients to work through when performing multiple sets.

Do not drop or bang free weights or machine weights.

No food or drinks in exercise areas. Only plastic spill-proof bottles containing water are permitted.

Do not stand on exercise benches. No chalk allowed in equipment area.

Free weights and accessories may not leave their designated area.

No foul language, loud outbursts, running or horseplay in studio.

Children 13 to 15 years of age must have a valid Agreement and be accompanied by a parent at all times when in exercise area.

No children under 13 years of age are allowed in exercise area. Children must be in Kid's Care Room only.

Clients may not use the stereo equipment in the Cycling Room and may not adjust television stations or volume or change thermostat. Lockers are provided on a "per day" basis only. You should bring your own lock. Locks left overnight will be cut off and contents of locker will be donated to charity.

Under no circumstances are Clients allowed to permit access into the Studio to another person.