



# Our Agreement

Flow Fitness LLC is registered with the State of Florida as a Health Studio.

Registration No. is HS12187

1. **AGREEMENT** - This agreement ("Agreement") is between Flow Fitness, LLC ("Flow"), having its main fitness facility at 11331 US Hwy 301 S, Riverview, FL 33578, and the undersigned member ("Member"). This Agreement is effective as of the execution date below.
2. **MEMBERSHIP** – Member selects the following membership option:  
 Yearly Membership    Month-to-Month Membership    Single Class Option    Multi-Class Bundle
  - a. **Yearly Membership:** This is a one-year (12-month) membership (the "Yearly Membership"), commencing on the day the first payment is made, and ending 365 days after the initial payment. Member shall pay \$99/month to Flow each month (in advance) for the twelve months via the Designated Billing Company (as defined below). Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew at the current rate. In no event shall the initial term of the Agreement be for a period in excess of 36 months. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to the designated billing company. The renewal term will be for twelve (12) months. Member agrees that if Member fails to use Flow facilities that shall not release the Member from the obligation to make all payments required by the terms of this Agreement.
  - b. **Month-to-Month Memberships:** Members will need to pay \$129/month via the Designated Billing Company.
  - c. **Single Class:** Member shall pay \$15/class via the Designated Billing Company.
  - d. **Multi-Class Bundle:** Member shall pay \$75/bundle (for 5 classes, plus 1 bonus class) via the Designated Billing Company.
  - e. **Sales Tax:** Notwithstanding any other provisions of this Agreement, Member understands and agree that the amount of the monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, Flow has the right to increase Member's monthly membership dues by the amount of such increase. Any such increase shall be paid to Flow via the Designated Billing Company.
  - f. **Payments:** Member hereby authorizes the Designated Billing Company selected by Flow to draw items (checks, electronic fund transfers, charge card, and/or credit card) for the purpose of paying the membership dues, including any late fees or service fees, as well as other purchases, on the account (the "Designated Billing Company"). Flow hereby reserves the right to change the Designated Billing Company at its discretion and without warning. If such a change is made, the full terms and conditions of this Agreement will continue to apply, and Member agrees to authorize the new Designated Billing Company to continue drafting Member's account.
  - g. **Defaults:** Should Member default on any payment obligation as called for in this Agreement, Flow will have the right, but not the obligation, to declare the entire remaining balance of the Yearly Membership due and payable. A default occurs when any payment due under this agreement is more than ten days late or there is a violation of



the other terms and conditions under this Agreement or the Rules and Regulations. In the event of default, Flow may terminate the access to the facility, but the Member shall continue to make the remaining monthly payments under the Yearly Membership, if Flow selects, in its sole discretion, not to accelerate the obligations. Should any monthly payment become more than ten days past due, Member will be charged a late fee of \$20. An additional service fee of \$35 will be charged for any check, draft, credit card, or order returned for insufficient funds or any other reason. Member agrees to pay all costs of collection, including but not limited to collection agency fees, interest, court costs, and attorney fees.

h. Membership Card: Flow requires Member to furnish membership identification as a condition of using this facility, and such identification shall be provided to Member by this facility upon execution of this Agreement.

3. **THREE-DAY RIGHT OF RESCISSION** - This contract provides for the penalty-free cancellation of the 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 the health studio may retain an amount computed by dividing the number of complete days in the contract term or, if appropriate, 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 health studio services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision. [s. 501.017(1)(a), F.S.]
4. **THIS CONTRACT PROVIDES** provides that notice of intent to cancel by the buyer shall be given in writing to the health studio. The notice of cancellation from the consumer terminates 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 the contract after receipt of the notice, it may request the department to determine the sufficiency of the notice. [s. 501.017(1)(b)2, F.S.]
5. **SUSPENSION/TERMINATION OF MEMBERSHIP BY FLOW** - Flow has the right to suspend and/or terminate any membership for non-payment of dues, fees, or for behavior inimical to the enjoyment of the Flow facilities by other members and staff for any reason deemed sufficient in the sole discretion of Flow. If Flow becomes temporarily unavailable due to an event such as fire, flood, loss of lease, or the like, Flow will extend the Member's membership privileges for the period the facilities were unavailable.
6. **ADDITIONAL CANCELATION/TERMINATION TERMS**
  - a. If Flow goes out of business or relocates more than 5 miles from the current address (above), Member is entitled to cancel the Agreement and receive a refund for any unused portion of the Term. The Member should contact the Department of Agricultural and Consumer Services for information within 60 days should Flow go out of business.
  - b. If a refund is due to Member, the refund shall be computed by dividing the contract price by the number of weeks in the membership term and multiplying the result by the number of weeks remaining in the membership term. The business location of Flow shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
    - i. Upon sale, for not more than 14 consecutive days; or
    - ii. During Flow's current ownership, for not more than 7 consecutive days and not more than 2 periods of 7 consecutive days in one calendar year.
    - iii. A refund shall be issued within 30 days after receipt of the notice of cancellation.
  - c. This contract provides for the cancellation of the contract if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which the buyer 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 contract may require a buyer or the buyer's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer is 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 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(d), F.S.]

d. **SHOULD MEMBER CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT MEMBER IS PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF MEMBER'S MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. FLOW IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO MEMBER SHOULD MEMBER CHOOSE TO PAY IN ADVANCE.**

7. **MEMBERSHIP FREEZE POLICY** - If Member has Yearly Membership, Member may freeze time on the membership for a medical reason. Freezes can be from 30 to 90 days at a time. Flow may ask for documentation to verify Member's situation. Freezing time on the membership will stop your membership payments during the freeze period. Once you resume any usage of Flow, the freeze will terminate. The time of any freeze will extend the Yearly Membership term by the amount of time of the freeze.

Military Member: If at any time during the term of the Agreement, a Yearly Membership Member is deployed or assigned to active duty, Flow will allow Member to freeze the Yearly Membership for the time in which Member is absent upon prior written request from Member. Member will need to provide proof of deployment or assignment detailing the absence and the applicable time period. The time of any freeze will extend the Yearly Membership term by the amount of time of the freeze.

8. **THIS CONTRACT PROVIDES that the initial contract will not be for a period in excess of thirty six (36) months, and thereafter shall only be renewable annually. A renewal contract may not be executed and the fee therefore paid until sixty (60) days or less before the previous contract expires. [s. 501.017(1)(e), F.S.]**

a. **If this studio sells a single contract for thirty (30) days or less, without any option or other condition which establishes any right or obligation of a member beyond the thirty (30) day period then this provision should read as follows: The initial contract will not be for a period in excess of thirty (30) days. Renewal contracts may not be executed and the fee therefore paid until the preceding contract expires.**

b. **If this studio sells SESSIONS in this manner then the contract must ALSO indicate that ALL sessions must be used within thirty (30) days.**

9. **THE CONTRACT PROVIDES that if the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide the buyer with the means of such identification. [s. 501.017(1)(f), F.S.]**

10. **HOURS OF OPERATION** - The hours of operation will be set by Flow and may be changed at Flow's sole discretion. In addition, Flow reserves the right to make or change the rules and regulations for the operation and use of the facility. Flow also reserves the right to add, eliminate, substitute or alter any training program, class, trainer, employee, equipment, furniture or fixture when deemed necessary. No refunds will be given based on the termination or resignation of an employee, independent contractor, or any other action pursuant to this paragraph.

11. **LOST ARTICLES** - Flow assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.

12. **DAMAGES** - Members shall pay for any damages to Flow property which results from the willful or negligent conduct of Member, member's guest, or dependent children.

13. **WAIVER** - Any failure by Flow to enforce any provision of this Agreement shall not be construed as a waiver of any provision or the right to enforce same.



- 14. **GOVERNING LAW** – This Agreement shall be governed by the laws of the State of Florida without giving effect to any principles or conflicts of laws. For the purpose of resolving conflicts relating to or arising out of this Agreement, or arising out of any other dispute or claim associated with Flow, Member irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the State of Florida (the “Florida Courts”) for any litigation or dispute arising out of or relating to this Agreement; (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the Florida Courts; (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum; and (iv) agree the Florida Courts represent the exclusive jurisdiction for all disputes relating to this Agreement.
  
- 15. **SEVERABILITY** - If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.
  
- 16. **AMENDMENT** - This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.
  
- 17. **CONTACT METHODS** - Member authorizes Flow, and their authorized designees to contact Member by email, telephone, or by other means. Subject to applicable law, Member agrees that any of these parties may contact Member at any mailing address, phone number or e-mail address set forth in this Agreement, or any other address subsequently provided to, or obtained by, any such party. By signing this agreement, Member hereby consents to receive autodialed and/or pre-recorded telemarketing calls and/or text messages from or on behalf of Flow and their authorized designees, and Member understands that such consent is not a condition of purchase.
  
- 18. **ENTIRE AGREEMENT** - This Agreement and the Rules and Regulations attached as Exhibit “A” hereto and made a part hereof, and the *Flow Fitness, LLC Participant Agreement, Release of Liability, Waiver and Assumption or Risk* form constitute the entire and exclusive Agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not continued herein, are hereby waived.

**WITNESS our signatures as of the day and date below.**

Member (or Parent/Guardian if member is a minor):  
 \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Day: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

On behalf of Flow Fitness, LLC:  
 \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Day: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

