



Membership Agreement

Flow Fitness LLC Membership Agreement

1. **AGREEMENT** - This agreement ("Agreement") is between Flow Fitness, LLC ("Flow"), having its main fitness facility at 11403 US Hwy 301, Riverview, FL 33578, and the undersigned member ("Member"). This Agreement is effective as of the execution date on page 3.
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 - New Members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, Flow will return to the member within thirty days all amounts paid less \$25 for usage of facility during those three days. To cancel, new members must inform Flow in writing of their intent to cancel. Written intent to cancel can be delivered to Flow in person or e-mailed to: admin@flowfitnessboutique.com. If sent by email, buyer shall include "3 day Cancellation" in the subject line.

4. 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.

5. 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. If Member dies or becomes physically unable to avail herself of a substantial portion of the services used from the commencement of this Agreement until the time of disability or death, Flow shall refund the funds paid or accepted in payment of this Agreement (for the Yearly Term, paid in full in advance) in an amount 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 contract term. A physical disability sufficient to warrant cancellation of this contract by the Member shall be established if the Member furnishes a certification of such disability by a licensed physician, provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days after the receipt of the notice of cancellation.

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.

6. 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.

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **SEVERABILITY** - If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.
13. **AMENDMENT** - This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.
14. **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.
15. **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 of 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: ____/____/____



Exhibit "A"

SUMMARY OF MEMBERSHIP RULES AND REGULATIONS

1. Member, by executing the Membership Agreement (the "Agreement"), does hereby join Flow Fitness, LLC ("Flow") and such membership entitles the Member to use the facilities. The Member may also be charged for purchases through the use of their key or account number.
2. Member must present upon entering Flow her membership card. Member agrees that Member may be denied access to Flow without her membership card.
3. Member agrees to abide by all membership regulations of Flow. Member agrees to comply with stated and customary rules for participation and use of equipment. Unless cancelled as provided in the Agreement, Member will be responsible for all payments due and owing under the Agreement, even if Member does not use Flow's facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability. 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.
4. If Member violates the Agreement and the terms contained therein or any of the rules and regulations for use of the facility, Flow may suspend the Member's right to use the facility until such time as the Member provides Flow with reasonable assurance of future compliance. During the period of any such suspension, the Member shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event Member continues to violate the terms of the Agreement or the rules and regulations governing the facility, the Member's membership may be terminated by Flow.
5. Member agrees that she shall not engage in any type of commercial or business activity while using the facilities. Member shall not act as a trainer for any other Members or guests and any acts which constitute such business activities are strictly forbidden. If Member engages in such commercial or business activities Member's membership shall be subject to immediate cancellation and the balance of the contract declared due and payable in full immediately.
6. Member agrees that Member shall abide by Flow dress code at all times while in the facility. Do not wear blue jeans or any pants/shorts that have blue jean type seams or rivets. Flip-flops or bare feet are not allowed in Flow.
7. Member agrees that Member shall not use loud or profane language upon Flow premises nor shall Member molest, badger, assault or harass other Flow Members, guests or employees. If Member engages in such behavior, Member's membership shall be subject to immediate cancellation, and the balance of the contract declared due and payable in full immediately.
8. Member understands that Flow prohibits the use of any drugs or steroids and Member agrees not to use any drugs or steroids on Flow premises. Member acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. Member recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon Flow's premises.
9. Member understands Member may be photographed at Flow. By execution of the Agreement, Member agrees to allow Member's photo, video or film likeness to be used for any legitimate purpose by Flow, and their respective producers, sponsors, organizers and/or assigns, in their discretion. Member acknowledges that by signing the Agreement, Member gives up all claims of ownership, income, editorial content, and use of such media, and assigns all copyright ownership to Flow.
10. 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 Membership Agreement.
11. Flow retains the right to modify these policies without warning. Reasonable rules and regulations may be posted at Flow from time to time and all Members shall be subject to strict compliance therewith. The most current copy of the Membership Rules and Regulations can be found at Flow or at Flow's website.
12. Personal training services provided in this facility may be provided either by employees of Flow or by independent contractors operating their own business who are retained by Flow. Regardless, all payments for personal training services are to be made to Flow, who will pay the trainers as the services are provided.
13. It is Member's responsibility to wipe down all equipment after each use and re-rack the weights used.
14. Member is required to use the safety features of the equipment. If Member is unsure of how to use a machine, Member acknowledges and agrees to obtain instructions from the staff or personal trainers.
15. Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the Member's membership.
16. Cell phones are not permitted in the cardio area. Photography and/or videography are not allowed anywhere in Flow.
17. Age Requirements – Persons under the age of 18 are not permitted in the fitness area, unless otherwise agreed upon.

