

Personal Training Purchase Agreement/Contract

Welcome!

Congratulations on beginning your personal training program! We are delighted you chose us as a part of your commitment to health and fitness. With the help of your personal trainer, you will improve your ability to accomplish your training goals faster, safer, and with maximum benefits. The details of these training sessions can be used for a lifetime.

In order to maximize progress, it is important to follow program guidelines during supervised and (if applicable) unsupervised training days. Remember, exercise and healthy eating are EQUALLY important!

The following information will provide you with important program policies. Before getting started, please read and sign this form to acknowledge that you have read and understand the following information.

Personal Training Information and Policies

This Agreement is made and entered into on the ____ of _____, 20 __, by and between _____ ("Client") and Trainer. In consideration of the mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows:

1. Commitment: By purchasing Sessions, Client is making a commitment to his/her health. Clients should follow the program and instructions of Trainer to the best of their ability to maximize their results and better achieve their goals. Remember, the ultimate results are up to the Client: Trainer will show Client how to work his muscles correctly and encourage him/her to go to his/her safe limit, but Client is the only one who can make sure he/she works out consistently, eats properly, gets plenty of sleep, and lives a healthy lifestyle. Fitness Assessment and Orientation is provided at no

charge, as long as one session from the program offerings is used. If no session takes place, you will be charged a customary \$25 fee for the assessment.

2. Specifics: Trainer and Client shall agree upon the time, program type, content, and location of personal training sessions (“Sessions”) at the rate set forth on the attached rate sheet and detailed below.

_____	Program Type
_____	Program Content
_____	Training Location & Time

3. Length of Sessions: Sessions will last approximately fifty-five (55) minutes, except for the Double-Up program, whose Sessions last approximately forty-five (45) minutes. Trainer may opt to vary the length of sessions at his discretion.

4. Punctuality: Client shall be attired as discussed below and ready to train at the time specified in paragraph 2. Failure to be prepared to train may result in a shortened workout or possible cancellation of the Session under paragraph eight (8) below if Client is more than fifteen (15) minutes late. If Client anticipates running late, he/she should contact Trainer as soon as possible.

5. Attire: Client must wear comfortable workout attire, including, but not limited to, clean t-shirts, shorts, tights, sweats, and/or tracksuits. Athletic shoes must be supportive and functional. Workout gloves are optional. Please do not hesitate to ask Trainer for advice on what type of clothing and shoes is appropriate.

6. Stopping Exercises: Client may refuse or stop any exercise for any reason. It is Client’s responsibility to notify Trainer of any discomfort or pain arising from or during exercise, as well as, any and all other known limitations Client has or experiences so that Trainer may accommodate Client and substitute another exercise to work that particular muscle group.

7. Payment: Payment may be made in advance of Sessions in one lump sum or may be financed through equal monthly payments over the course of up to four months. Should Client opt for monthly payments, he/she will be mailed an invoice for the second installment on the first of the month following the signing of this contract regardless of the date the contract was signed. In other words, if Client signs the contract on April 19, he/she will pay the first month’s installment upon signing on April 19, and will be mailed his/her next invoice for the second month’s installment on May 1, NOT May 19. Payment is due to Trainer on or before the 15th calendar day of the month in which the invoice is sent. Payment must be completed for all Sessions before any new or renewal contract may be signed. Trainer accepts cash or check only. Credit cards are not accepted. It is

CLIENT'S RESPONSIBILITY to pay his/her bill, even in the event he/she does not receive an invoice. If Client's payment is more than two weeks overdue, Trainer may suspend Sessions until Client's outstanding invoice is current.

8. Cancellation of Individual Sessions: Twenty-four (24) hour cancellation notice, by phone, is required for rescheduling or cancelling any and all individual Sessions. Any and all cancellations with less than twenty-four (24) hours notice will result in forfeiture of the Session without refund. If Trainer must cancel a Session, he will do so, by phone, with at least twenty-four (24) hours notice or Client will receive a complimentary Session for his/her inconvenience. This complimentary Session must be used within sixty (60) days of the date of the cancelled Session. After sixty (60) days, the offer of a complimentary Session will expire.

9. Cancellation and Refund of All Sessions: Client may cancel this contract within four (4) business days after the day this contract was signed for a full refund of any and all monies paid under this contract.

10. Relocation: Should Client relocate his/her residence farther than twenty-five (25) miles outside Trainer's service area, and should Trainer be unwilling to come to Client's new residence because of its distance from his service area, Client may cancel this contract and shall be liable for only that portion of the charges allocable to the time before reasonable evidence of such location is presented to Trainer, plus a contract termination fee of 10% of the unused balance or \$50, whichever is less.

11. Death or Disability: Should Client become unable to use or receive services under this contract due to death or disability, Client, or Client's estate as the case may be, shall be liable only for that portion of the charges allocable to the time prior to death or the onset of disability. Trainer requires reasonable evidence of death, e.g. death certificate, or disability, e.g. doctor's note, to be presented at the time of cancellation. Reasonable evidence includes, but is not limited to, a doctor's letter about the onset of disability or death certificate.

12. Cancellations in Writing: Notice of cancellation must be made in writing and delivered to Trainer by certified or registered mail to 'Trainer' at 'xyz address, city/state', for any and all cancellations of all Sessions or all remaining sessions subject to the requirements of paragraphs nine (9) to eleven (11) above. All refunds will be made to the customer or his estate within thirty (30) days of receipt of the cancellation notice.

13. Option to Renew: Client shall have the option to renew this contract within one year of the date of signing for reasonable consideration not less than 10% of the full price of your original

registration fee. Upon contract renewal, Trainer will waive the initial registration fee to which all new contracts are subject. By renewing a contract, Client acknowledges and agrees that Trainer acted professionally in all prior sessions.

Program description: _____

Number of sessions: _____ Rate: \$ _____ per session

Total training fees: \$ _____

Registration fee: \$ _____

TOTAL AMOUNT DUE: \$ _____

Payment options:

Payment in Full _____ Amount _____ Date

Financing

Two months _____ Amount _____ Date

Three months _____ Amount _____ Date

Fourth months _____ Amount _____ Date

We wish you best of luck on your new personal training program!

Participant name (print clearly)

Participant signature

Date

Parent/guardian signature (if needed)

Date

Trainer signature

Date