

STUDIO MEMBERSHIP AGREEMENT

Why You're Reading This Document

The following Studio Membership Agreement (the "**Agreement**") will clearly communicate our expectations in having you as part of our community. If you have any questions please let us know as we want to make sure we are all on the same page moving forward.

In exchange for membership access to Deborah Lo Scalzo Studio's classes and studio, you agree to be bound by the following conditions.

1. **Parties.** This Agreement is made between Deborah Lo Scalzo, a Sole Proprietorship operating out of the State of Washington ("**Deborah Lo Scalzo Studio**", "**we**", "**our**", and "**us**") and you, the undersigned (electronically) or person who has clicked "I Agree" to this Agreement ("**you**" and "**your**").
2. **Services.** We promise to provide you with access to our studio and the full use of our facilities, as well as access to our regularly scheduled classes (either online or in-person) at Deborah Lo Scalzo Studio (the "**Membership**") according to the terms outlined in Schedule "A" Memberships below.
3. **Term.** This Agreement will be binding upon your Membership payment and will last for the time specified in Schedule "A" Memberships below or as specified online or as agreed upon between us (the "**Term**"). You can decide to renew the Term of this Agreement as many times as you would like.
4. **Termination.** Please note that if you violate any of the terms of this Agreement, Deborah Lo Scalzo Studio may terminate this Agreement effective immediately and you will not be entitled to any refunds or any continued working relationship with Deborah Lo Scalzo Studio.
 - 4.1. **Buyer's Right to Terminate.** You may terminate this Agreement before midnight of the third business day after signing this contract by delivering or mailing a written notice to _____ . If you cancel within the three days, the health studio will return all amounts paid by you within 30 days and cancel your further Payment obligations.
 - 4.2. **Additional Rights to Terminate.** This Agreement may be terminated, and your further Payment obligations canceled, under the following circumstances:
 - 4.2.1. If you die or become totally disabled. (Your disability must be confirmed by an examination of an agreed upon physician).
 - 4.2.2. If we permanently close (And of course we'll let you know first!). comparable facilities owned and operated by the seller are not made available within a ten-mile radius of the closed facility.
5. **Our Commitment to You.** Through your Membership, Deborah Lo Scalzo Studio is committed to providing you with the opportunity and support to achieve strength of body, mind, and spirit, so we can be well, live well, and work well
6. **Scheduling.** Please consult Deborah Lo Scalzo Studio or refer to our available schedule of classes for the exact scheduling and time of our classes.

7. **Payment.** You agree to pay the price, including the possibility of incremental payments (“**Incremental Payment**”), of the Membership as outlined below in Schedule “A” (the “**Payment**”). All Payments, prices and costs are in \$ USD.
 - 7.1. The Payment price outlined in Schedule “A” is subject to taxes and additional fees. Any subsequent changes to the Payment price will not affect the validity of this Agreement.
 - 7.2. Memberships come with a free 7-day trial (for first time purchases only). On the 8th day of your Membership, you will be charged for your nonrefundable Membership fee and your chosen monthly or yearly plan.
 - 7.3. Your Membership will automatically renew at the end of your subscription period, and your Payment method will automatically be charged. You may cancel auto-renewal via your account settings, and the cancellation will apply to the following subscription period.
 - 7.4. Unless explicitly stated otherwise, all discounts apply only to the initial subscription period; the non-discounted rate will apply to each renewal.
8. **Incremental Payments.** If your method of Payment includes Incremental Payments, you authorize Deborah Lo Scalzo Studio to maintain your account information and charge that account automatically upon the renewal of the Membership with no further action required by you.
 - 8.1. Deborah Lo Scalzo Studio will charge your method of payment as outlined in Schedule “A” for the Incremental Payment. We will not notify you before the Payment charge.
9. **Late Cancellation.** No class credit will be returned if you cannot attend a class.
10. **Refunds.** Our refund policy is as follows: Subject to Section 4, all sales are final, and all Memberships are non-refundable and non-transferable.
11. **Legal Fees.** You will be responsible for any and all legal fees incurred by Deborah Lo Scalzo Studio regarding any potential chargeback issues (for example, if you want to issue a chargeback or contest a payment).
12. **Payment Failure.** In the event that your Payment fails, your Membership access will be temporarily suspended until we receive your Payment. In the event of three failed payments, you understand that Deborah Lo Scalzo Studio may contract a collection agency to collect the money from you.
13. **No Guarantees.** Deborah Lo Scalzo Studio cannot guarantee any particular success from participating in our classes or from our Membership. We promise to provide you with the opportunity, classes and support to achieve your goals, but any success and results ultimately depends on your commitment.
14. **Code of Conduct.** You agree to be mindful and respectful during the classes and duration of your Membership. This includes respecting other members of Deborah Lo Scalzo Studio in their fitness journey and taking care when using the facilities and studio space. You also agree to comply with our studio protocol, policies and guidelines, as updated from time to time on our website or posted on-site.

- 15. Studio Closure.** If our studio and facilities are forced to close due to COVID-19, a natural disaster, or other unavoidable circumstance, the Membership freezes until the studio can reopen.
- 16. Force Majeure.** Deborah Lo Scalzo Studio will not be liable for any failure or delay regarding the Membership if such failure or delay is: beyond the reasonable control of Deborah Lo Scalzo Studio, could not have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery.
- 17. Substitute Services.** Deborah Lo Scalzo Studio has the right to substitute services. This means that if we ever need to switch to online classes or asynchronous virtual offerings due to circumstances beyond our control, we have the right to such a substitution for in person classes.
- 18. Waiver.** Before your Membership can begin, you must sign our Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
- 19. COVID-19 / Infectious Disease.** Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in any of the Membership activities you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a communicable disease or are unsure of your health and ability to partake in the Membership activities, please consult with your doctor and we urge you not to visit our studios or facilities. You further agree to follow the relevant guidelines and comply with studio policies around COVID-19, including use of masks or other protective gear, social distancing and hygiene practices. We are all in this together and need to remember to act responsibly and with kindness towards each other in order to ensure everyone's safety.
- 20. Media Release.** We think you're incredible and would love to show you off! By being a member at our studio and through your Membership, you agree to grant us the irrevocable right to use your image, likeness, photographs, video content, audio recordings of you captured in our studio or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the use mentioned in this Section. Please let us know if you ever want us to stop using an image of you.
- 21. Indemnity.** You hereby fully indemnify Deborah Lo Scalzo and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the "**Released Parties**") from any liability and damages arising from death or personal injuries. This includes the contraction of COVID-19 or other communicable diseases or related to premises liability, however caused including as a result of Deborah Lo Scalzo Studio's negligence, provided that where Deborah Lo Scalzo Studio has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.
- 22. Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Washington. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Washington. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force

and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by Deborah Lo Scalzo Studio of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This Agreement may be signed by any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if we signed the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

Thank you for taking the time to read this. Let's begin!

AGREED and ACCEPTED

Signature

Deborah Lo Scalzo

Date: _____

Signature

Printed Name

Date: _____

SCHEDULE "A" MEMBERSHIPS

Monthly Subscription

Cost \$27
Details Live Stream and Video Library classes
Renewal Monthly

Annual Subscription

Cost \$270
Details Live Stream and Video Library Classes
Renewal Annual

Private Class

Cost \$47
Duration 50 Minutes
Payment Payment due before the beginning of Services.

Drop-In Class

Cost \$7
Duration 50 Minutes
Payment Payment due before the beginning of Services.