

MEMBER NAME:

DATE:

MEMBERSHIP CONTRACT:

MEMBERSHIP POLICIES AND TERMS OVERVIEW

DEFAULT AND LATE PAYMENTS: Should you default or have your credit card declined on any payment obligation as called for in this agreement, Create Power Yoga will have the right to declare the entire remaining balance due.. A default occurs when any payment due under this agreement is more than ten days late. Default on payment does not constitute cancellation of membership; past-due payments will be charged in order for student to resume attendance at Create Power Yoga. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.

RIGHT TO CHANGE DESIGNATED BILLING COMPANY: Create Power Yoga hereby reserves the right to change the Designated Billing Company at their discretion and without warning. If such a change is made, the full terms and conditions of this agreement will continue to apply and you agree to authorize the new Designated Billing Company to continue drafting your account.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MEMBERSHIP FREEZE POLICY: If you have a **12-month term membership** you may freeze time on your membership for **up to 4 weeks, once per year**. Freezing time on your membership does not stop your membership payments. You are still liable for your original payment schedule. Once you resume any usage of Create Power Yoga, the freeze will terminate. Time of any freeze will be credited to the end of your membership's original term. **Military Member:** If at any time during the term of your agreement, you are deployed or assigned to active duty, Create Power Yoga will allow you to freeze your membership for the time in which you are absent upon written request from you. You will need to provide proof of deployment or assignment detailing your absence and the applicable time period.

PENALTY FEES: All memberships incur fees for late class cancellation and no shows. A cancellation is considered late within six (6) hours of class time and will result in a \$10 late cancellation penalty. A no-show penalty fee of \$15 will be incurred for any classes that MEMBER reserves but does not arrive for. Create Power Yoga is not responsible for no-shows due to late arrival, and the no-show penalty will still apply. Please arrive for class early or on time. Create Power Yoga's Designated Billing Company reserves the right to draft via EFT all amounts owed by the MEMBER including any and all late fees and service fees. Subject to appropriate State and Federal Law.

MAINTENANCE OF FACILITIES: Create Power Yoga may be temporarily closed for periods of up to 1 week each year for maintenance purposes.

MEMBER OBLIGATIONS: (1) MEMBER agrees to abide by all Create Power Yoga policies, follow the directions of the staff regarding safety and security issues, and to treat the staff and other MEMBERS with courtesy. (2) MEMBER agrees to pay monthly dues on time, including notifying Create Power Yoga promptly if banking or credit card information used for automatic payment changes, or to be charged a declined payment fee and/or a late fee per delinquent payment. (3) MEMBER agrees to pay all costs of collection incurred by the holder of this agreement if this account becomes more than 60 days past due. (4) MEMBER agrees to continue to fulfill the financial obligation of this agreement, except as allowed below.

MEMBER SIGNATURE _____

MEMBER ADDRESS: _____

SUMMARY OF MEMBERSHIP POLICIES

MEMBER agrees to abide by all membership regulations of Create Power Yoga, LLC. MEMBER agrees to comply with stated and customary rules for participation and use of equipment. Unless cancelled as provided in this Agreement, MEMBER will be responsible for all payments due and owing under this Agreement, even if MEMBER does not use the Create Power Yoga, LLC'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 the Create Power Yoga, LLC becomes temporarily unavailable due to an event such as fire, flood, loss of lease, or the life, we will extend the MEMBER's membership privileges for the period the facilities were unavailable.

If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, Create Power Yoga, LLC may suspend the MEMBER's right to use the facility until such time as the MEMBER provides Create Power Yoga, LLC 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 this Agreement or the rules and regulations governing the facility, the MEMBER's membership may be terminated by Create Power Yoga, LLC, and the balance of the contract declared due and payable in full immediately.

MEMBER agrees that he/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.

MEMBER agrees that MEMBER shall not use loud or profane language upon the Create Power Yoga, LLC premises nor shall MEMBER molest, badger, assault or harass other Create Power Yoga, LLC 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.

MEMBER understands MEMBER may be photographed at the Create Power Yoga, LLC. By execution of this Agreement, MEMBER agrees to allow MEMBER's photo, video or likeness to be used for any legitimate purpose by the Create Power Yoga, LLC, and their respective producers, sponsors, organizers and/or assigns, in their discretion. MEMBER acknowledges that by signing this Agreement, MEMBER gives up all claims of ownership, income, editorial content, and use of such media.

MEMBER agrees that if MEMBER fails to use the Create Power Yoga, LLC facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.

Arbitration: All disputes (except small claims under \$1,000) will be settled by binding arbitration before a single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in the county in which this Create Power Yoga, LLC is located unless otherwise agreed. All arbitration proceedings must be made by an individual claimant, and will not be conducted on a "class" basis. The decision of the arbitrator must be a reasoned award. The decision of the arbitrator will be final and binding on all parties and may be enforced by a judgment entered upon the arbitration award by any state or federal court in this state. Any award from the arbitrator may be appealed under the Appellate Arbitration Rules of the American Arbitration Association.

Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the Create Power Yoga, LLC shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.

The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.

MEMBER authorizes the Create Power Yoga, LLC, and their authorized designees to contact them 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 on the face of this agreement, or any other address subsequently provided to, or obtained by, any such party.

Create Power Yoga, LLC retains the right to modify these policies without warning. Reasonable rules and regulations may be posted in the Membership Guide or at Create Power Yoga, LLC from time to time and all MEMBERS shall be subject to strict compliance therewith. The most current copy of the Membership Guide can be found at the Create Power Yoga, LLC or at the Create Power Yoga, LLC's website.