



## TERMS AND CONDITIONS

What follows are the Terms and Conditions governing your Everett Sports Performance Membership Agreement. As used in this agreement, "Member" or "Client" means the person becoming a Member; "you" also means the Member, but includes the Responsible Party if the Member is less than 18 years old; the "Responsible Party" is the Member's parent or other adult who is legally responsible for the Member; and "we" means all parties employed with Everett Sports Performance facility and affiliated entities and/or personnel. By signing any membership forms affiliated with membership or acknowledging the Terms, Conditions, Rules, and Regulations, you agree to all the terms and conditions in this agreement and certify that you have read the entire agreement.

### I) **Membership Cancellation Rights.**

a) You may cancel this agreement under the following circumstances:

- i) **You may cancel your membership agreement up to 5 business days (Monday - Friday) written notice of the monthly billing date. This date is defined as your original "Point Of Purchase" and "Sign Up" date, unless otherwise indicated. If a payment plan is scheduled with multiple payment dates with in a 30 day period, cancellation must be made 5 business days prior to first billing date in the 30 day period plan.**

(i) Automatic Withdrawal: In signing any membership forms that acknowledge these Terms and Conditions and enrolling a credit/debit card on file in the Automatic Withdrawal System, authorizes the application and processing of that card for membership payments and overdue payments. All cancellation rights apply.

- ii) You may cancel if within 7 business days from signing the membership agreement—you notify us that you want to cancel. If you do, we will refund any amounts you paid us, but may keep an amount not exceeding \$25, or pro rated fair market value of the services we provided the Member during those days.
- iii) You may cancel if within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined—you notify us that you want to cancel. "Substantial changes" include, but are not limited to, business relocation. We will refund any amounts you paid us, but we may keep an amount equal to the fair market value of the services we provided the Member.

- b) **No cancellation is effective unless it is in writing** and delivered to us in person or by mail at our address and postmarked by midnight of any time limit stated above or hand delivered to us at that address by midnight of any time limit stated above. Cancellation forms are available at the center and not valid unless signed by an ESPC Representative.
- c) Written cancellation must be delivered to us with all Member-identification cards and other documents and evidence of being a Member given to you. Please note that the best way to cancel is to send your written notice by registered or certified mail, return receipt requested, and/or in person by requesting to keep a photocopy of the acknowledged cancellation notice.
- d) We may cancel this membership agreement at any time for any reason. If we do, you must immediately return the Member's Member-identification card. If we cancel for any reason other than your own fault or misconduct, we will refund any unearned balance of your account that you paid us.



- 2) **Participation, Late policy, and Scheduled Private Training Sessions.**
- a) The extent to which the Member participates in exercise and other activities conducted at our facilities is his or her decision alone. The Member's failure to use our facilities does not entitle him or her to cancel this agreement or to a refund. Participation in special events is strictly voluntary and we do not endorse or recommend using outside vendors and participants.
  - b) **No Show and Cancellation Policy:** If the Member fails to attend a scheduled training session ("Private" or "1-on-1 Personal Training Sessions") or is more than thirty (30) minutes late for that session, we may retain the money paid for that session and need not refund it or provide you with a credit, nor shall the athlete be able to participate in that class. You must cancel any scheduled Private or Personal Training session at least 24 hours in advance.
  - c) Although some training sessions or portions of training sessions may occur outside of our facility, the provisions of this agreement apply to those outside training sessions.
  - d) **Late Policy:** Clients scheduled for any Athlete Development Program or group training class will not be allowed to train if they are more than 15 minutes late for their scheduled session. If they have missed the group dynamic warm up after thermogenetic activity (5 to 10 minutes late), it will be the clients responsibility to go through an active dynamic warm up. Signing this agreement states that all clients have been educated in the steps of an active dynamic warm up and does not hold Everett Sports Performance liable or responsible for any type of injury resulting in late participation.
- 3) **Delinquent Accounts.** If you default on any obligation to us, we may accelerate your obligations and require you to immediately pay us all money due under this agreement, together with all collection agency and legal fees (including court costs) we incur.
- 4) **Late or Returned Item Charges.** We may charge you a \$30 fee for any returned credit/debit card draft resulting from insufficient funds, account closed, or similar circumstance. There is also a sign behind the reception desk to serve as notice as well.
- 5) **Amending Rules.** We may amend or supplement the rules and conditions (including those contained in this agreement) applicable to Members as we deem appropriate to properly manage and operate our business.
- 6) **Unavailability of Facility or Services.** From time to time, our facility, or services in the facility, may become unavailable because of mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe, staff development or other reasons beyond our control. If that happens, we are not responsible, and you may not hold us liable.
- 7) **Operating Hours.** We may change operating schedules from time to time. We may close the facility for staff development, Holidays, and for a period covering the school mandated holidays. We will post information about operating hours in the facility, announce by email, and also in center announcements.
- 8) **Rules.** The Member must follow all rules and regulations while using our facility at all times.
- 9) **Damage to Facilities.** You must pay us for any damage you or your guests cause to our facility, property, or equipment.



## Rules and Regulations

ESPC Staff are trained and experienced professionals that are certified to work with athletes from all ranges of life. We are initiating positive and progressive training that will lead to changes in form, function, performance, and improved quality of life. With that in mind, we ask that you observe some simple rules so that we may provide the best service possible for all clients. Rules and regulations are subject to change.

1. **Conduct:** All training at ESPC is conducted with an educational and class oriented purpose. Any disruption of teachings will not be tolerated and handled accordingly. All ESPC Staff and trainers have the right to refuse entry or ask for the removal of any person in the facility if deemed a disruption to any training or class atmosphere.
2. **Language:** No profanity of any kind will be tolerated anywhere in the facility.
3. **Late Policy:** All clients enrolled in specific training classes will uphold ESPC's policy, as described in the Terms and Conditions, on late attendance. All ESPC staff holds the final say in determining a client's eligibility for class participation.
4. **Lost or Stolen Items:** The ESPC Staff and affiliated members are not responsible for lost/stolen merchandise for any reason. A designated area is established for personal possessions while at the facility. More valuable possessions should either be left outside of the facility or turned into the front desk.
5. **Three Strikes:** All rules are governed by the Three Strikes rule – if a rule or policy is broken more than three times, ESPC Staff have the right to cancel or eliminate any client membership. Severe cases will be handled on a case by case basis.
6. **Music:** Clients may make special music requests to the ESPC staff with the understanding that all music played the facility must be "clean," and contain no profanity, suggestive themes, or tones. Music is subject to ESC Staff verification prior to being played in center. Clients that find any music offensive may contact an ESPC Staff member at any time to discuss having their requests honored.
7. **Attire:** Clients are to wear comfortable athletic attire and proper, tied footwear. ESPC Staff and its affiliates are not responsible for any results of wearing improper footwear or clothing, and also have the right to request a change of attire if deemed necessary for the safety of the client or respect of other members.
8. **Parent / Coach Conduct:** Parents and coaches should refrain from any external coaching while on the floor or in the facility. Disruptive yelling, motivational or otherwise, from designated observation area will not be tolerated and deemed a disruption to all classes and can result in facility dismissal. Parents or coaches that are under the influence of any drugs or alcohol will not be tolerated and also asked to immediately leave the facility. No profanity, put downs, or degrading comments will be tolerated of any kind.
9. **Conflict Resolution:** Please immediately see the Sports Performance Director if clients, parents, or coaches should ever have a conflict while in the center between any parties for all issues.