

## Membership Agreement & Pricing Options

We believe in balance & variety in everything – including your workout options.  
Simply check below which membership or class pricing package works best for you,  
read the fine print, sign away, and energy is coming your way!

✓	Membership & Pricing Options	Price	3x a Week Class Cost	
<b>INDIVIDUAL MEMBERSHIP</b>				
	<i>Auto-Withdrawal Monthly Membership Unlimited Classes</i>	<b>\$91</b>	\$7.00	
	<i>1 Month Unlimited*</i>	\$100	\$7.69	
<b>PARTY OF TWO MEMBERSHIP</b>				
	<i>Auto-Withdrawal Monthly Membership Unlimited Classes</i>	<b>\$135</b>	\$10.38	<i>Proof of residency required. Simply photocopy joint bank/billing statement.</i>
	<i>1 Month Unlimited*</i>	\$145	\$11.15	
<b>ONE ADULT AND ONE TEEN MEMBERSHIP</b>				
	<i>Auto-Withdrawal Monthly Membership Unlimited Classes</i>	<b>\$120</b>	\$9.23	
	<i>1 Month Unlimited*</i>	\$130	\$10.00	
<b>TWO ADULTS AND ONE TEEN MEMBERSHIP</b>				
	<i>Auto-Withdrawal Monthly Membership Unlimited Classes</i>	<b>\$145</b>	\$11.15	
	<i>1 Month Unlimited*</i>	\$155	\$11.93	
<b>TEEN MEMBERSHIP (13 to 17)</b>				
		<b>\$70</b>		
	<i>Military Discount (monthly auto-withdrawal; ID required)</i>	10% off		<i>Not available online; must purchase in person.</i>
	<i>Educator Special</i>	\$75	\$5.77	<i>Not available online; must purchase in person. Max: 7 class per month</i>
<b>“THANK YOU FOR YOUR SERVICE” : Military and Educator Discounted Memberships</b>				
	<i>Auto-Withdrawal Monthly Membership Unlimited Classes</i>	\$65	\$5.00	<i>Ages 13-18* - copy of Drivers License required for ages 16 to 18</i>
	<i>1 Month Unlimited*</i>	\$75	\$5.77	
<b>CHILDCARE SERVICES</b>				
	<i>Auto-Withdrawal Unlimited Childcare</i>	\$42	\$3.23	<i>We welcome kids ages 8 weeks to 11.</i>
	<i>Drop in (member or nonmember)</i>	\$6		<i>Parent/legal guardian only.</i>
	<i>Punch card purchase (5 punches)</i>	\$25		<i>Expires within 60 days.</i>
<b>CLASS DROP-IN RATE AND PUNCHARDS</b>				
	<i>1 Class</i>	\$15		
	<i>5 Class Package “punch card”</i>	\$67		<i>Expires 5 weeks from date of 1<sup>st</sup> class</i>
	<i>10 Class Package “punch card”</i>	\$122		<i>Expires 10 weeks from date of 1<sup>st</sup> class</i>
	<i>20 Class Package “punch card”</i>	\$232		<i>Expires 20 weeks from date of 1<sup>st</sup> class</i>
	<i>All Adult Memberships Initiation fee</i>	\$99		
	<i>Teen Membership Initiation fee</i>	\$42		
	<i>Yearly Renewal Fee</i>	\$25		
Auto-pay requires 30-day notice to cancel. *Classes must be used within 30 days. One Year Membership paid in advance receives <b>1 additional month free!</b> No refunds or extensions on pre-paid packages.				

**TELL US ABOUT YOU**

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ DOB: \_\_\_\_\_ **Returning Member? Y N**  
 \$25 reactivation fee applied

**BILLING or PAYMENT**

<input checked="" type="checkbox"/> <b>Check method of auto-withdrawal of due or payment:</b>	<b>Credit Card</b>	<b>Checking</b>	<b>Debit Card/Checking</b>	
<input checked="" type="checkbox"/> <b>Which credit card:</b>	<b>Visa</b>	<b>MasterCard</b>	<b>Discover</b>	<b>American Express</b>
<input checked="" type="checkbox"/> <b>Credit Card Number:</b>				<b>EXPIRATION DATE:</b>
<input checked="" type="checkbox"/> <b>Checking Account:</b>	<b>Routing: _____ Account No. _____</b>			
<input checked="" type="checkbox"/> <b>How did you hear about Energy Pilates Fitness Yoga? If a member, please write name.</b>				

There are no long-term month-to-month “surprising” contracts, gimmicks, middleman, hassles or surprises; just good customer service. In order to provide effective service, it is important that you clearly understand what your commitment is when you join Energy Pilates Fitness Yoga (“Energy”) and what our commitment is to you, our member. Our Energy Team is committed to providing you exceptional group fitness, pilates and yoga programming. We are fortunate that you chose Energy as your fitness home.

**CLASS SCHEDULES:** Energy agrees to provide the member with group fitness classes as outlined per the fitness schedule. Energy will make reasonable efforts to avoid cancellations of any class(es) and will always put forth its best effort to find an appropriate substitute teacher for a scheduled class. By obtaining an Energy membership, you understand that: (a) the group fitness exercise schedule may change; (b) instructors or classes may change without notice; (c) an instructor may become ill or an unexpected emergency may occur and a class or classes may be cancelled; and (d) holidays or summer group fitness programming may be altered. You understand and agree that Energy does not issue a class or membership refund should any of these conditions occur.

**AUTOMATIC WITHDRAWAL:** Energy will auto-withdraw your monthly membership fee by either credit card, checking or savings account on or near the 1st day of every month. Dues and credit charges are payable monthly via electronic funds transfer or automatic credit account charge in advance and shall be delinquent if not received by the last day of the of the due month. **There will be a \$10.00 charge to collect dues should a check be returned NSF or a credit card declined.** You agree to satisfy any returned EFT payment from checking or credit card. Energy is hereby authorized to use any means of collection for unpaid past due accounts including but not limited to collection agencies, credit bureaus, and authorizing credit card debits. All credit card chargeback rights are waived. *If you are having a problem with your payments, please contact Energy immediately. Failure to do so may result in the balance of your membership becoming immediately due and sent to collection and membership terminated for default. In addition, you will be responsible to pay all returned item charges and collection fees.*

**ACCOUNT NUMBER CHANGES/EXP DATE CHANGES:** If ANY OF YOUR BILLING INFORMATION CHANGES, you understand it is your responsibility to contact Energy. If you do not make contact with Accounting Services for Energy and your account becomes past due, you understand there is a fee added per the paragraph above. In addition, I understand \$5 will be assessed for **each** month past due which is not collected.

**FREEZING:** You have the option to freeze your membership (30, 60 or 90 days) by obtaining & signing a Member Change Form ("MCF"). A \$20.00 fee will be charged to freeze (added to account). You can only freeze your membership once during a one-year period.

**MEMBERSHIP RATE CHANGES:** Energy reserves the right to change membership rates or class drop-in fees at any time. No membership dues increase will be made without notice via electronic communication. I understand membership rate increase notices are sent only via electronic communication with the email address which is listed on the reverse side of this form. You understand it is your responsibility to update Energy with any email changes. There is a \$25 annual reinstatement fee which will be processed via auto-withdrawal in January of every year.

**TERMINATION:** You are required to complete a Member Cancellation Form to cancel your membership. Email [info@energypilatesfitness.com](mailto:info@energypilatesfitness.com) to obtain the document. A phone message left at Energy will not cancel your membership. If you cancel your membership between the 1<sup>st</sup> and 31<sup>st</sup>, you are not entitled to a refund for the last month of dues. You understand you cannot cancel your membership with an outstanding balance. You agree to pay the full amount owing regardless of class attendance during any portion of your membership. You understand any outstanding balance due Energy will be sent to a collection agency and are fully aware that you are responsible for any charges incurred to obtain the remainder of the balance owed. It is your responsibility to ensure receipt of the MCF from Energy.

**UNDER 16:** A parent or legal guardian will sign below and agree to the terms and conditions of this agreement on my behalf.


**Six-Month/One-Year Purchase:** The full amount for this membership is due immediately. I understand there are no refunds issued.

**Energy TERMINATION:** Without limiting Energy's ability to terminate this membership for cause, Energy may terminate this membership for any reason. If Energy elects to terminate, Energy will refund a pro rata portion of any dues applicable to a future month.


This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.

We urge all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. It is agreed that all exercises including the use of weights, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of any Energy premises, facilities shall be at the Member's sole risk.

Notwithstanding any consultation on exercise programs which may be provided by Energy personnel, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility, and Energy shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of Energy or the premises where the same is located. If Member brings any personal property onto the premises of Energy Member takes such action at Member's sole risk. It is hereby understood that Energy is not responsible in any way for damage to or loss of any personal property, which Member brings onto the premises of Energy including but not limited to, losses due to theft, or damage. Member hereby holds Energy, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself and on behalf or his family, executors, administrators, and personal representatives does hereby forever release and discharge Energy, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement.

 By: \_\_\_\_\_  
Signature of Member

 Date: \_\_\_\_\_

 By: \_\_\_\_\_  
Energy Pilates & Fitness, LLC

 Date: \_\_\_\_\_