

STUDIO AGREEMENT

Why You're Reading This Document

The following Studio 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 access to Morgan Hill Pilates's classes and studio, you agree to be bound by the following conditions.

1. **Parties.** This Agreement is made between Morgan Hill Pilates, Inc., a corporation operating out of the State of California ("**Morgan Hill Pilates**", "**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 use of our facilities, as well as access to our regularly scheduled classes (either online or in-person) at Morgan Hill Pilates (the "**Services**"), as outlined in Schedule "A" Services below. If the Services include a membership option (the "**Membership**"), please refer to the relevant Membership sections and Schedule "B" Membership below.
3. **Term.** This Agreement will be binding upon your 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.
 - 3.1. The Term of the Membership cannot exceed three (3) years. Upon 3 years duration of this Agreement, we will need to sign a new agreement, should you wish to continue with your Membership.
4. **Termination.** To terminate this Agreement, please send an email to info@morganhillpilates.com two (2) weeks prior to desired termination date. Any Payments made will not be refunded. Please note that if you violate any of the terms of this Agreement, Morgan Hill Pilates may terminate this Agreement effective immediately and you will not be entitled to any refunds or any continued working relationship with Morgan Hill Pilates.
5. **Membership Termination.** Please find specific information on how to terminate your Membership below.
 - 5.1. To terminate this Agreement, please email, or deliver a signed and dated notice that states that you are terminating this Agreement, or words of similar effect (the "**Termination Notice**"). Please send the Termination Notice either via email from an email address on file with us to info@morganhillpilates.com, or delivered in person.
 - 5.2. **You have the right to terminate this Agreement at any time prior to midnight of the fifth business day after the date of signing this Agreement, excluding Sundays and holidays for all Memberships.**

- 5.3. If the total cost of your Membership is between \$1,500 and \$2,000, you have 20 days to terminate this Agreement. If the total cost of your Membership is between \$2,001 and \$2,500, you have 30 days to terminate this Agreement. If the total cost of your Membership is equal to or greater than \$2,501, you have 45 days to terminate this Agreement.
- 5.4. If the total cost of your Membership is less than \$1,500, including initial Membership fees, then you must provide Morgan Hill Pilates with 30 days notice if you wish to terminate this Agreement. No prior payments will be refunded.
- 5.5. If you relocate more than a 25 mile radius from Morgan Hill Pilates during the Term of this Agreement, you may terminate this Agreement. Please provide the Termination Notice at the earliest possible time. Any prepaid dues will be refunded, except for a termination fee not exceeding \$100, or \$50 if more than half of the Term has expired.
- 5.6. If you die or become permanently disabled you or your estate may terminate this Agreement. For permanent disability. Any prepaid dues will be refunded and no termination fee will be charged.
- 5.7. You may also terminate this Agreement online via an email formatted and provided to you by Morgan Hill Pilates if (the “**Termination Request Form**”). You may then email this Termination Request Form without additional information.
6. **Our Commitment to You.** Morgan Hill Pilates is committed to providing you with the opportunity and support to move intentionally and freely, no matter your circumstances.
7. **Scheduling.** Please consult Morgan Hill Pilates or refer to our available schedule of classes for the exact scheduling and time of our classes.
8. **Payment.** You agree to pay the price, including the possibility of incremental payments (“**Incremental Payment**”), of the Services as outlined in Schedule “A” or “B” below (the “**Payment**”). All Payments, prices and costs are in US dollars (USD).
 - 8.1. The Payment price is subject to taxes and additional fees. Any subsequent changes to the Payment price will not affect the validity of this Agreement.
 - 8.2. Payment is due upon completed purchase of the Services and must be made in full prior to the start of your Services.
9. **Incremental Payments.** If your method of Payment includes Incremental Payments, you authorize Morgan Hill Pilates to maintain your account information and charge that account automatically upon the renewal of the Membership with no further action required by you.
 - 9.1. Morgan Hill Pilates will charge your method of payment as outlined in Schedule “B” for the Incremental Payment.
10. **Late Cancellation.** Late cancellations and no shows are charged the full amount for the Services. A cancellation is late if it is given with less than 24 hours notice.

- 11. Refunds.** Our refund policy is as follows: All sales are final. The Services are non-refundable and non-transferable, with the exception of the terms outlined in sections 5 above. Eligible refunds do not include Payment made for the Membership services already received.
- 12. Membership Suspension.** Details regarding the availability of a suspension of your Membership are as follows. If you'd like to suspend your membership, please send an email to info@morganhillpilates.com two weeks prior to the date you would like to begin the suspension.
- 13. Legal Fees.** You will be responsible for any and all legal fees incurred by Morgan Hill Pilates regarding any potential chargeback issues (for example, if you want to issue a chargeback or contest a payment).
- 14. 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 Morgan Hill Pilates may contract a collection agency to collect the money from you.
- 15. No Guarantees.** Morgan Hill Pilates 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.
- 16. Code of Conduct.** You agree to be mindful and respectful during the classes and Services. This includes respecting other members of Morgan Hill Pilates 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.
- 17. Studio Closure.** If our studio and facilities are forced to close due to COVID-19, a natural disaster, or other unavoidable circumstance, the Services freeze until the studio can reopen.
- 18. Force Majeure.** Morgan Hill Pilates will not be liable for any failure or delay regarding the Services if such failure or delay is: beyond the reasonable control of Morgan Hill Pilates, 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.
- 19. Substitute Services.** Morgan Hill Pilates 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.
- 20. Waiver.** Before the Services 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.
- 21. COVID-19 / Infectious Disease.** Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in any of the Services 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 Services, 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.

- 22. Media Release.** We think you're incredible and would love to show you off! By participating in the Services, 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.
- 23. General Indemnity.** You hereby fully indemnify Morgan Hill Pilates and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the "**Indemnified Parties**") and save harmless the Indemnified Parties from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you arising out of the performance of the Services, including the contraction of COVID-19 or other communicable diseases, however caused including as a result of Morgan Hill Pilates's negligence, provided that where Morgan Hill Pilates has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.

24. Standard Legal Things. Choice of Laws and Venue. This Agreement will be governed exclusively by the laws of the State of California. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of California. **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 Morgan Hill Pilates 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 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 in 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!

Initial / Minimum Term of Membership: _____

AGREED and ACCEPTED

Signature

Morgan Hill Pilates, Inc.
Per: Julianne Scoles, Owner

Date: _____

Signature

Printed Name

Date: _____

SCHEDULE "A" SERVICES

10 Class Package

Cost \$400 USD _____
Detail 10 package of group classes _____

Single Group Class

Cost \$45 USD _____
Details Single group class _____

10 Semi Private Sessions Package

Cost \$450 USD _____
Details 10 package of semi private sessions _____

Single Semi Private Session

Cost \$55 USD _____
Details Single semi private session _____

10 Private Sessions Package

Cost \$900 USD _____
Details 10 package of private sessions _____

Single Private Session

Cost \$100 USD

Details Single private session

SCHEDULE "B" MEMBERSHIPS

Private Monthly Membership (4)

Cost	<u>\$ USD 340</u>
Details	<u>Receives 4 sessions to use within the month (recommended one time per week) Receive 20% off single session rates for privates, groups, and virtual mat classes Receive 10% off retail 2 guest passes per year to share with friends or family (first-time visitors only) Exclusive first-in-line opportunity to secure a spot in our class schedule</u>
Renewal	<u>Monthly, automatically</u>

Private Monthly Membership (8)

Cost	<u>\$ USD 640</u>
Details	<u>Receives 8 sessions to use within the month (recommended two times per week) Receive 20% off single session rates for privates, groups, and virtual mat classes Receive 10% off retail 2 guest passes per year to share with friends or family (first-time visitors only) Exclusive first-in-line opportunity to secure a spot in our class schedule</u>
Renewal	<u>Monthly, automatically</u>

Group Monthly Membership (4)

Cost	<u>\$ USD 148</u>
Details	<u>Receives 4 classes to use within the month (recommended one time per week) Receive 20% off single session rates for privates, groups, and virtual mat classes Receive 10% off retail 2 guest passes per year to share with friends or family (first-time visitors only) Exclusive first-in-line opportunity to secure a spot in our class schedule</u>
Renewal	<u>Monthly, automatically</u>

Group Monthly Membership (8)

Cost	<u>\$ USD 288</u>
Details	<u>Receives 8 classes to use within the month (recommended two times per week) Receive 20% off single session rates for privates, groups, and virtual mat classes Receive 10% off retail 2 guest passes per year to share with friends or family (first-time visitors only) Exclusive first-in-line opportunity to secure a spot in our class schedule</u>
Renewal	<u>Monthly, automatically</u>

Group Monthly Membership (12)

Cost	<u>\$ USD 420</u>
Details	<u>Receives 12 classes to use within the month (recommended 3 times per week) Receive 20% off single session rates for privates, groups, and virtual mat classes Receive 10% off retail 2 guest passes per year to share with friends or family (first-time visitors only) Exclusive first-in-line opportunity to secure a spot in our class schedule</u>
Renewal	<u>Monthly, automatically</u>