

HEALTH STUDIO CONTRACT

- 1. This contract ("Contract") is created between Evolve Pilates & Fitness, LLC ("Evolve"), a Florida limited liability company, 5001 Celebration Pointe Ave., Suite 170, Gainesville, Florida, and the undersigned individual ("Client") and is made effective upon both (a) Client's electronic execution and acknowledgement below of this Contract, and (b) Client's purchase from Evolve's Mindbody online platform any of the following: (i) single private, semi-private, or small group lessons, (ii) admission to single group classes, or (iii) multiple prepaid lessons or classes in any format (herein, a "Class Card").**
- 2. Evolve is registered with the State of Florida as a Health Studio, registration No. is HS 6534.**
- 3. This initial Contract between Evolve and Client will not be for a period in excess of 30 days. Renewal Class Cards may not be purchased, and the fee therefore paid, until the preceding Class Card expires. All prepaid sessions associated with a Class Card must be used within 30 days. Notwithstanding anything contained herein, if at any time Client desires to cancel their Class Card for any reason, Evolve will refund to Client the value of the unused portion of Client's Class Card upon Client's submission of a written request for cancellation to Evolve.**
- 4. Clients are entitled to the penalty-free cancellation of this Contract within three (3) days of execution, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the Evolve, and refund upon such notice of all monies paid under the contract, except that the Evolve may retain an amount computed by dividing the number of complete days in the contract term, or if appropriate, the number of occasions Evolve services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that Evolve services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation.**
- 5. Clients are entitled to the cancellation and refund of the Contract if the contracting business location of Evolve goes out of business, or moves its facilities more than five (5) driving miles and fails to provide, within thirty (30) days, a facility of equal quality located**

within five (5) driving miles at no additional cost to the buyer. Evolve shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

- a. upon sale, for not more than fourteen (14) consecutive days; or**
 - b. during ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.**
- 6. Client's notice of his/her intent to cancel this Contract shall be given in writing to Evolve. Such a notice of cancellation shall also terminate automatically the Client's obligation to any entity to whom Evolve has subrogated or assigned the Client's contract. If Evolve wishes to enforce this Contract after receipt of the notice, it may request the Florida Department of Agriculture and Consumer Services ("Department") to determine the sufficiency of the notice.**
- 7. If the Department determines that a refund is due to the Client, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. A refund will be issued within thirty (30) days after receipt of the notice of cancellation.**
- 8. Client is advised to contact the Department for information within sixty (60) days should Evolve go out of business.**
- 9. If the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio will provide the buyer with the means of such identification.**
- 10. This Contract may be canceled if the Client dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of this Contract until the time of disability, with refund of funds paid or accepted in payment of the Contract in an amount computed by dividing the Contract price by the number of weeks in the Contract term and multiplying the result by the number of weeks remaining in the Contract term. The Client or the Client's estate seeking relief under this paragraph may be required to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the Contract by the Client shall be established if the Client furnishes to Evolve a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461, *Florida Statutes*, to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation.**

11. SHOULD YOU (THE CLIENT) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

12. CLASS, SESSION, AND CLASS CARD POLICIES & CANCELLATION

- a. Class space is limited. If Client is not pre-registered for class, the Client is not guaranteed a spot in class. Client may "drop in" to a class if there is an open spot and may also request to be placed on a class waiting list.
- b. Client is allowed to change Client's class time if needed by using one of the following procedures:
 - i. If Client has a Class Card: To avoid forfeiture of the cost of a class, Client must cancel his/her scheduled class through Evolve's online scheduling system at least 24 hours prior to the start of his/her scheduled class and reschedule for an available class of an appropriate level.
 - ii. If Client has a monthly automatic pass: If Evolve is holding Client's space in a class using Client's automatic pass, then, to avoid forfeiture of the cost of a class, Client must cancel his/her class through Evolve's online scheduling system at least 24 hours prior to the start of Client's scheduled class and reschedule to an appropriate class within the same calendar month as the canceled class.
 - iii. Failure to properly cancel a pre-scheduled class within the 24-hour cancellation period will result in the normal class charge being assessed against your Class Card or Client's monthly automatic pass. If you have an emergency please call or email Evolve as soon as possible. Evolve will not charge you in cases of an actual emergency card and would like to know whether you are safe.
- c. In the absence of an actual emergency, Client must provide 24-hour notice to Evolve in order to cancel a private or shared-private session without charge. Failure to provide 24 hours notice for cancellation of such sessions will result in the Client being charged for the full price of the missed session.

d. If at any time Client desires to cancel their Class Card for any reason, Evolve will refund to Client the value of the unused portion of Client's Class Card upon Client's submission of a written request for cancellation to Evolve.

Evolve and Client have signified their agreement to the foregoing by executing in their respective spaces below:

**EVOLVE PILATES
& FITNESS, LLC,
a Florida limited liability
company**

CLIENT:

By: _____

Sign: _____

Print: _____

Print: _____

Date: _____

Date: _____