Version 11-20-2014

PERSONAL TRAINING PAYMENT AGREEMENT FORM

**Client 's Name_____DOB _____/_____/_____**
Address_____
City_____State_____Zip_____
Home Phone #_____Cell Phone #_____

I,_____authorize payment for training services by credit card at the rate indicated below.
_____ 6 days a week total (**couples** $470.00 per month EFT)[1]
_____ 5 days a week total (**couples** $391.00 per month EFT) additional session $25/session[1]
_____ 3 days a week ($247.00 per month EFT)
_____ 3 days a week ($295.00 per month POS, by the month no cancellation notice required)

I authorize Metro Fitness to withdrawal the payment from my account on the:

**Initials**

_____ day of the month _____

I understand that EFT or by the month POS payment covers only the next 4 week period of training. Missed sessions cannot be recovered. _____ (initials)

To cancel the EFT I understand that a minimum 30 day written notice of cancellation must be received prior to my last EFT draft date. _____ (initials) No 30 day notice required for by the month POS.

I understand that if I cancel the EFT or by the month POS and want to restart again within 90 days, a $99.00 processing fee may be applied, and the EFT may only be frozen for documented medical reasons for up to 90 days. _____ (initials)

I understand that I am still required to give 48 hours notice of cancellation and advance notice of away dates and vacations. _____ (initials)

I have read and understand the additional information on page 2 _____ (initials)

____MASTERCARD ____VISA____ DISCOVER____ AMERICAN EXPRESS

Credit Card #_____Credit Card Exp. Date_____/_____

A $19.50 fee will be assessed for any transaction resulting in an unsuccessful draft (including inaccurate account numbers or expiration dates). All members are responsible for reporting to Metro Fitness any change of account numbers or expiration dates 5 days prior to any automatic withdrawals.

Customer Signature_____Customer Membership #_____

Metro Fitness Staff_____Initials_____ Date____/____/____

**Additional Information**

**Rates**

Non-EFT individual single session rates are **$30/hr** for group, **$25/half-hour** for special small group (2 – 3) or one-on-one technique or elements. Pay by the session is limited to a maximum of 6 sessions, new clients only.

A **$25/session rate** applies to all clients on EFT training that train less than 3d/wk if they wish to "fill" a slot outside of their regularly scheduled sessions.

EFT and by the month POS rates are discounted to include an average number of vacation, sick and travel days for both trainer and client. Therefore, there will be no credit given for minor injuries/medical procedures that take a client out of training sessions for less than two consecutive weeks. Beyond two consecutive weeks, a credit going forward, or a freezing of the EFT, may be obtained per occurrence if the injury has been medically documented, and will prevent the client from training for a continuous period of time beyond the initial two weeks.

[1]A 5% discount is included in EFT pricing for married couples/domestic partners that train a total of 5d/wk or more.

Rates are subject to change. A 90 day notice shall be given for any rate change.

**Scheduling**

All EFT clients will be assigned regular training days and times per the client's request. Once a particular slot is scheduled to capacity (10) it will be closed to new clients, fills and switches.

Occasional flexibility is permitted. For example, a client misses their Monday 6am workout; the client is permitted to make up that workout later in the day or on Tuesday when the same workout is offered in an open training slot.

Requests to switch training days/times is dependent upon session availability, group size and trainer discretion.

All clients are asked to give a 48-hr notice of cancellation for non-emergency issues (acute illness and family emergency). Per session clients will be charged for no-show and non-emergency late cancellations (within 48 hrs).

**Changes to the EFT agreement**

The trainer must be the first person notified of any requested changes to the client's EFT or by the month POS agreement. Next a change/cancellation form must be filled out at the front desk to initiate the process for both training and membership.

A minimum 30 day written notice of cancellation must be received prior to the last EFT draft date to cancel the EFT agreement. Training sessions end 30 days after the last EFT draft or approximately 60 days after notice of cancellation is given depending on the timing to the last EFT draft date. Does not apply to by the month POS.

An EFT may only be frozen for medical reasons for up to 90 days and requires written documentation by a physician. If an EFT is cancelled, a $99 processing fee may be assessed if the client wants to restart again within a three month period following cancellation.

The trainer is dedicated to your success however, reserves the right to terminate the training agreement at any time for any reason without advance notice.

# RELEASE

For good and valuable consideration, the receipt of which is acknowledged, I consent to the photographing and videotaping of myself and the recording of my voice (defined as the "Work") and the use of this Work singularly or in conjunction with other Works for advertising, publicity, commercial or other business purposes by Mark Myhal/Metro Fitness Ohio (defined as the "Trainer"). Use of the Work by the Trainer shall be unrestricted as to location, quantity or frequency, may be for any purpose and in any medium whatsoever, whether foreseen or unforeseen at this time, except where such use is in contravention of the law.

I specifically grant permission for the Work to be edited, altered, copyrighted, distorted, used in whole or in part, in conjunction with other images, graphics, text and sound in any way whatsoever and without restrictions. I further agree that my name may be revealed in commentary on the Works. My permission as granted is absolute and final and shall not be subject to further inspection or approval by me at any stage in the use of the Work.

Further, I understand that others, with or without the consent of Trainer may use these Works and reproduce such Work, and I agree to hold harmless Trainer if others do so, whether or not the use is authorized by Trainer.

With full knowledge of the above, I hereby release and shall hold harmless Trainer and any of its associated or affiliated companies, their directors, officers, agents, employees and customers, and appointed advertising agencies, their directors, officers, agents, employees and successors and assigns from all claims or damages of every kind on account of such use, including but not limited to defamation or violation of right of privacy or publicity, resulting from or associated with the use of the Work.

This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Ohio and should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

I have read and I understand this Release Agreement, and I warrant that I am of full legal age to enter into this Release Agreement.

Print Name: _____

Signature: _____

Date: _____