



TERMS OF BUSINESS & LETTER OF AGREEMENT

I believe that the following policies clarify basic business practices and help to develop a relationship that is based on a reciprocation of responsibility.

Tracey MacDiarmid - "Trainer"

&

_____ - "Client"

Payment

Payment for all Personal Training sessions is required in advance. The total fee for the Personal Training sessions you have purchased is _____ for _____ half / one-hour sessions.

Payment Method

Payment for Personal Training Sessions can be made via cash, personal check, cashiers check, Money Order (made payable to: Tracey MacDiarmid) or via Visa, MasterCard, Bank Debit Card or American Express through PayPal (to: info@tmacd-pt.com). All sessions will be cancelled if funds for sessions are not received and cleared when due. Clients will be charged \$30.00 for each returned personal check and agree to pay such fee in cash. Post-dated checks will only be accepted with prior approval from the Trainer.

Payment Arrangements

Payment arrangements for Personal Training Packages are available as follows:

- 100% in advance of the first session
- 50% in advance of the first session / Balance 30-days later

Other payment arrangements may be negotiated on a case-by case basis.

Your personal payment arrangements are:

Payment Amount	Due Date

Training Location

Training sessions will take place at the Parkridge 5 location, or at another mutually agreed upon location.

Trainer-Client Ratio

Individual (one-to-one) training, small group training and “buddy” training are options for all training sessions. Most clients chose the specialized attention and focus that one-to-one training provides. However, the Trainer’s goal is to meet you where your interests, needs, and desires fall.

Training Session Length

Each training session is based on a 55-minute hour, or a 25-minute half hour.

Promptness

To get the most out of your time and efforts, please be ready to exercise at the appointed time. For example, if your workout is scheduled at 5:30pm, you should arrive at the Gym by 5:15pm in order to change and perform a satisfactory warm-up. Because clients are usually scheduled before or after you, or the Trainer may have scheduled another commitment or personal development time immediately after your session, workout times cannot be extended due to Client tardiness; the session will commence at the time the Client arrives and finish at the original designated end time. However, if the Trainer is late for your session, the workout will be extended if possible.

Client Cancellation and Missed Sessions

You will not be charged for, nor lose, sessions that are cancelled with more than three (3) hours notice. The session will be rescheduled.

A session will be deducted for Clients who cancel with less than three (3) hours notice (emergencies excepted). The session will not be rescheduled and will be deducted from the Clients tally.

If a Client is more than 15 minutes late and does not make contact with the Trainer, the session will be cancelled and the Client deemed a “no show”. Sessions that are deemed “no shows” will not be rescheduled.

Excessive cancellation, regardless of notice time and resultant session deductions, will be discussed between the Client and Trainer. Your program will not be as successful, even if you pay for missed/cancelled sessions, if your attendance is not consistent.

Trainer Cancellation

In the event that the Trainer needs to cancel a training session, regardless of reason, you will be provided with a minimum of three (3) hours prior notice, more where possible and the session will be rescheduled.

Medical Cancellation

If, after execution of this Letter of Agreement, the Client submits written proof from his/her Physician stating that participation in an exercise program would impair the Client's health, this document may be cancelled. In order to cancel in this manner, the Client must authorize the Trainer to contact his/her Physician for verification, or an original document from, and signed by, the Client's Physician must be produced. In this situation, any fees paid by the Client for sessions which have not been taken, will be returned within 30 days. If by any reason of death or permanent disability, the Client is unable to complete the training program, the Client shall be relieved of his/her obligation of making payment other than for those sessions completed prior to the date of death or onset of the disability. A pro-rated refund will be given for any sessions paid for, but not taken, within 30 days.

Inclement Weather

Cancellation of training sessions due to inclement weather may be made by either the Client or the Trainer with one (1) hour prior notice, more where possible. The session will be rescheduled without penalty.

Session Expiration

The Client acknowledges that all training sessions must be used within six (6) months of the purchase date. Sessions not used within that time period will be forfeit. Sessions are not transferable to another person without prior approval from the Trainer.

Termination

Outside of Medical Cancellation, the Client/Trainer partnership may be terminated for any reason, at any time, by the Client or the Trainer. This will require one (1) months' prior written notice by either party. In the event of termination, the Client will be entitled to a refund of any unused portion of the training fee i.e. sessions paid for, but not used, upon the expiration of the one (1) month notice period.

Physical Condition

The Client represents that he/she is in good physical condition and is able to participate in an exercise program developed by the Trainer. The Trainer represents that she is not a medical Physician and is not trained in any way to diagnose, examine or treat any medical condition of any kind, nor qualified to determine the effect of a specific exercise on any medical condition.

Guarantee

With consistency, you will see results in your training program. However, exercise physiology is not an exact science. The Client acknowledges that his/her results will be in direct correlation to his/her consistency with all aspects of the training program. Results are not guaranteed by the Trainer.

Endorsements

The Trainer does not endorse or recommend the use of any performance-enhancing drugs and/or sports supplements. The Client assumes all responsibility and risk if using drugs and/or supplements while working with the Trainer.

Both parties have read and understood this Letter of Agreement and agree to abide by the terms and conditions outlined above. Both parties have entered into this agreement freely and voluntarily without force or coercion.

Client Signature:

Print Name:

Date:

Trainer Signature:

Print Name:

Date:
