

# ShakespaereFIT

## CONTRACT & OPERATIONS AGREEMENT

### Contract

**Contract between ShakespaereFit and all parties under the duration of selected services (detailed on the last page)**

### **Requirements by service provider**

- **ShakespaereFit will deliver all services chosen by the client and trainer**
- **ShakespaereFit will work to the best of their ability to help the client towards their desired goals.**
- **ShakespaereFit will ensure the confidentiality and security of all client info unless asked and agreed to be released**
- **ShakespaereFit will work in compliance with the latest transaction policies**
- **ShakespaereFit will follow the contract as stated**

## Requirements by service receiver

- **The client will maintain and follow all areas of the contract**
- **The client will adhere to the program details with first priority to their health and safety**
- **The client will remain under services for a minimum of 3 months or will have to pay a cancellation fee of \$500 due to third party services used monthly**
- **The client must maintain confidentiality of all services and plans received**
- **The client will express any dissatisfaction with services immediately**

## Billing

- **The client will pay \$150 dollars, before tax, monthly until services are either cancelled or upgraded**
- **The client will automatically be charged on the date specified on their payment plan**
- **There is a 6% sales tax attached to all transactions**
- **If a client wishes to not be charged further ultimately ending their services it must be communicated through email and followed with a call before the billing cycle**

## Refunds

- **ShakespeareFit holds the right for all sales to be final and non-refundable after transaction.**

## Spot Security

- **ShakespaereFit allows clients to secure their start at a later date up to 1 month with a full down payment of the clients selected plan.**

## Commercial use of information

- **All before and after photos as well as statements received by ShakespaereFit is of fair use for promotion and commercial use unless further notified by the client, in which case all material will be taken down**

## Disclaimer

- **ShakespaereFit provides services geared towards health & fitness and an unfortunate element with any health and fitness journey is the risk of harm to the individual. Jared Shakespaere is certified as a personal trainer, but there are limitations to his scope of practice. ShakespaereFit requires all future clients to be cleared by a health professional before beginning any of the services provided. The client has the right and should stop any activity that may cause harm upon themselves while under our services. ShakespaereFit will not be liable for any and all actions/fees that may occur on behalf of the client while using our services and afterwards. The client waives all rights for prosecution against ShakespaereFit by agreeing to these terms.**
- **Results are never guaranteed even though you are set up with the best ability for the most results possible.**

# **System of operations**

**An overview of how the process of between the service provider and receiver will take place**

## **Start Up / Onboarding**

- **Clients will sign and agree to the contract**

## **Flow**

- **The client will carry out the plans to the best of their ability throughout the week**
- **Clients are recommended to ask questions and communicate with ShakespaereFit throughout the week with unlimited access as necessary.**
- **Clients must complete all hw and assignments prior to check ins**

## **Check ins and updates**

- **On a date agreed upon between the client and the trainer, a weekly check in will occur. The method of check in will depend on the client and their need**
- **Program update check ins will occur as needed**

## **Communication**

- **ShakespaereFit will respond to all forms of communication within 24 hours or less**
- **Clients are allowed 48 hours to respond to an email that needs attention**

- **Clients are allowed 24 hours to respond to text messages, app messages, and voice messages that needs attention**
- **Clients are allowed 24 hours to respond to phone calls that need attention**
- **If ShakespaereFit is undergoing foreseen circumstances to where they cannot meet the communication guidelines it must be communicated**
- **If a client will be undergoing foreseen circumstances to where they can not meet the communication guidelines it must be communicated**
- **Client dissatisfaction must be communicated by email or app message immediately**
- **Cease of services will occur by phone call between ShakespaereFit and the client**
- **Billing issues will only be discussed by email and phone call**
- **Billing issues need to be emailed prior to the Friday of your billing cycle or you will be charged.**
- **If a response is not received by the client within the allotted time then all actions will proceed or will be paused as necessary at the discretion of ShakespaereFit**

## **Referrals**

- **For every client that is successfully referred to ShakespaereFit, the referrer will receive a free month of services as long as it is equal to or lesser value to the new clients plan.**

# **Details**

## **Monthly Mindset Coaching**

**We establish and figure out your goals, environment, schedule, and habits needed to get the job done**

## **Monthly Fitness Coaching**

**Newly curated fitness regimen based on the desires of the client and their goals**

## **Weekly 30 Minute Coaching Call (As needed)**

**In depth call to review the week, and plan out the tasks for next week**

## **Weekly Voice Message Coaching (As needed)**

**Detailed coaching through voice messaging**

## **Weekly Email or Text Coaching (As needed)**

**Basic email or text to review the week, and plan out the tasks for next week**

## **Text Support (As needed)**

**Text assistance to answer questions and communicate initiated by the client**

## **Weekly HW Assignments**

**Weekly tasks assigned that are related to your overall goals**

**Sign Here**

**Owner:**

**Date:**

**Client:**

**Date:**