



BARBABY FITNESS PERSONAL TRAINING CONTRACT

This Personal Training Contract ("Contract") is entered into by and between Barbaby Fitness ("Trainer/Owner") and the undersigned client ("Client"). By signing below, the Client agrees to comply with the terms and conditions outlined in this Contract.

1. Contact Information & Facility Access

- Trainer/Owner Contact:
 - Phone: (323) 530-3182
 - Phone: (424) 468-4903
- Facility Hours: Open 24 hours

2. Programs, Packages, and Fees

A. Initiation Fees

- A \$100 initiation fee applies to all new clients or those who have not purchased a session in the last 12 months.
- Partnership Program: Each participant must pay a \$100 initiation fee at the start of their contract.
- On the Go Program: A \$200 initiation fee applies.

B. Package Options

All sessions are 1 hour in duration and must be completed within 30 days from the first session of the package.

1. Individual Packages

- Barbaby Kick Starter: \$195 for 3 sessions/month
- Barbaby Steady Climb: \$240 for 4 sessions/month
- Barbaby Power Surge: \$440 for 8 sessions/month
- Barbaby Elite Focus: \$600 for 12 sessions/month

2. Partnership Program (12-Month Commitment)

- Fee: \$500 per month per participant (12 sessions per month)
- Initiation: One-time \$100 initiation fee per participant
- Requirements:
 - A minimum of two participants at all times.
 - Each participant must have a partner and complete the full 12-month contract.
 - If a partner drops out, the remaining participant agrees to pay an additional \$100 per month to cover the discount initially provided.

3. On the Go Program

- Fee: \$75 per session
- Initiation: \$200

3. Billing & Payment Terms

- **Billing Cycle:**
 - Packages are billed monthly or upon session completion.
 - If the Client does not complete sessions within 30 days, the package expires, and unused sessions are forfeited.
 - Unused sessions will not roll over, be credited, or refunded. It is the Client's responsibility to schedule and attend sessions within this timeframe.
- **Cancellation Policy:**
 - Clients may cancel future billing up to 3 days before the next scheduled payment.
 - Failure to cancel at least 3 days in advance will result in automatic billing for the next month.
 - All remaining sessions will be forfeited upon early contract cancellation, and no refunds or credits will be provided.
- **Partnership Program Contract Termination:**
 - If both participants wish to cancel the contract early, they must pay either:
 - Two months of the contract OR
 - Half of the remaining balance, whichever is less.
 - All remaining sessions will be forfeited upon early cancellation.
- **Refund Policy:**
 - No refunds will be issued under any circumstances, except in extreme cases approved by Barbaby Fitness.
 - Extreme cases may include:
 - Permanent disability preventing physical activity (must be documented by a licensed physician).
 - Relocation more than 50 miles away (must provide proof of address change).
 - Medical condition requiring long-term inactivity (6+ months, verified by a physician).
 - Refund requests must be submitted in writing with supporting documentation. Barbaby Fitness reserves the right to approve or deny any refund request.
- **Late Payment Fee:**
 - If a payment is not resolved within 5 business days, a \$25 late fee will be applied. If the balance remains unpaid for 14 days, Barbaby Fitness reserves the right to suspend training and send the outstanding balance to collections.



4. Session Cancellation & No-Show Policy

- **Cancellation Notice:**
Clients must cancel a scheduled session at least 5 hours in advance. Cancellations made within less than 5 hours will be considered a used session.
- **No-Shows:**
If a client fails to attend a scheduled session without prior notice, the session will be marked as completed and counted as a used session with no make-up session provided.

5. Client Health Disclosure & Liability Waiver

- **Health Acknowledgment:**
The Client certifies that they have disclosed all relevant medical conditions, injuries, or physical limitations to Barbaby Fitness.
- **Assumption of Risk:**
The Client acknowledges that physical exercise carries inherent risks, including but not limited to muscle strains, sprains, cardiovascular events, and other injuries. The Client voluntarily assumes all risks associated with training.
- **Indemnification:**
The Client agrees to release, discharge, and indemnify Barbaby Fitness and its trainers from any and all liability, including personal injury, illness, or property damage, whether caused by negligence or otherwise.
- **Medical Emergency Clause:**
If the Client requires medical attention during a session, they consent to receive medical assistance, and all costs incurred will be the Client's sole responsibility.

6. Force Majeure (Unforeseen Events)

"Barbaby Fitness is not responsible for service interruptions due to events beyond its control. In such cases, sessions may be rescheduled, but no refunds will be issued."

7. Social Media & Confidentiality Clause

- The Client agrees not to make any defamatory, false, or misleading statements about Barbaby Fitness, its trainers, or services in any public forum, including social media, online reviews, or public discussions.
- The Client further agrees not to share confidential business practices or trade secrets of Barbaby Fitness.
- Violation of this clause may result in legal action.

8. Payment & Chargeback Policy

"If a payment is declined, the Client must resolve it within 5 business days or training will be suspended. If a chargeback is initiated without valid cause, the Client is responsible for the disputed amount plus a \$50 chargeback fee. Unresolved chargebacks may be sent to collections and reported to credit agencies."

9. Business Closure & Trainer Availability

"If Barbaby Fitness is unable to provide training services due to unforeseen circumstances, sessions will be rescheduled at the Trainer's discretion. No refunds will be issued."

10. Dispute Resolution Clause

- Any disputes arising under this Contract shall be resolved through binding arbitration in [State/City].
- The Client agrees to waive any right to pursue legal action in a court of law.

11. Parental Consent (For Clients Under 18 Years Old)

"For Clients under 18, a parent/guardian must sign this agreement and assume full responsibility for the Client's participation."

12. Photography & Video Consent (Optional)

"By signing this Contract, the Client grants Barbaby Fitness permission to use their photos/videos for promotional and marketing purposes. If the Client does not wish to be photographed or recorded, they must provide written notice to Barbaby Fitness before training begins."

13. Acknowledgment & Agreement

By signing below, the Client acknowledges that they have read and understood this Contract, including the policies regarding session completion, cancellations, billing, and refunds.



Client Authorization

First Name

Participant Signature

Last Name

Email

Phone Number

Date

This is a legally binding document. By signing above, you confirm that you have read and agree to all terms and conditions.