

URBAN YOGA, LLC MEMBERSHIP CONTRACT

The undersigned ("Member"), in consideration of using the facilities, classes, and equipment of Urban Yoga, LLC, a Minnesota limited liability company ("Company") located at 2660 Superior Dr NW, Rochester, MN 55901, enters into this contract ("Contract") with and agrees to the following terms and conditions.

1. **Membership.**

Name: _____

Address: _____

Date of Birth: _____

Phone: _____

E-mail: _____

Emergency Contact Name and Phone: _____

2. **Membership Type and Dues.**

Monthly Payment	Annual
\$ _____ per month	\$ _____ per year

Start Date: _____

End Date: _____

Initial Dues: _____ (monthly- prorated to next 15th day of month)

Initiation Fee: _____

Total Due Today: _____

Due Date: _____ of each month

Payment Method:

Debit Card

Credit Card

Account #: _____

Account #: _____

Expiration date: _____

Expiration date: _____

Bank: _____

3. **Application.** Member represents and warrants that all information stated in Paragraphs 1 and 2 are true and correct.

4. **Payments and Term.** Member agrees to pay the Total Due Today upon signing this Contract. It is Member's responsibility to notify Company in writing of any changes in banking or credit card information used for automatic payments. Member agrees to pay a twenty-five (\$25.00) dollar fee for insufficient funds or returned checks. Members agrees that all late and administrative fees may be automatically withdrawn from the account Member has indicated herein. Member may change his or her membership type by signing a new contract.

- a. **Annual Membership.** This Contract has a term of one (1) year beginning on the Start Date (or, if none specified, then the date of this Contract). Payment of the Total Due Today shall be made through "automatic" withdrawal from the account Member has indicated herein or by cash or by check (if

preapproved) delivered to the Company. Member may renew his or her membership by signing a new contract for the then-current membership rate.

- b. [] **Monthly Membership.** This Contract has a term of 12 months beginning on the Start Date (or, if none specified, then the date of this Contract). Total Due Today payment shall be made through “automatic” withdrawal from the account Member has indicated herein or by cash or by check (if preapproved) delivered to the Company. Monthly Dues shall be automatically withdrawn on the Due Date indicated herein. Membership shall renew automatically month to month. Member may cancel Membership by notifying Company in writing at least thirty (30) days prior to the next automatic withdrawal.

5. **Membership Pricing.** Membership prices are subject to change. In the event of a membership price increase, Company will notify Member via e-mail at least thirty (30) days in advance and provide Member thirty (30) days to cancel his or her membership with no administrative fee.
6. **Membership Privileges.** Member shall be entitled to use the Company facilities and attend all regularly-scheduled classes.
7. **Cancellation.** Member (or Member’s legal representative) may cancel this Contract under the following conditions. **Member must cancel membership in writing by certified mail or by personal delivery to Company at the address listed herein.** The Cancellation Date shall be the date on which Company receives said notice. If the Contract is terminated under these conditions, Company shall refund Member (or Member’s legal representative) the remaining funds of any pre-paid dues, prorated from the Cancellation Date to the End Date or next automatic withdrawal, whichever is applicable, less an administrative fee of fifty (\$50.00) dollars.
- a. If Member cancels this Contract within thirty (30) days of the Start Date (or, if none specified, then the date of this Contract). No administrative fee shall be charged under this provision.
 - b. If Member dies or becomes permanently disabled. For purposes of this Contract, permanent disability shall mean a permanent condition which precludes the Member from using the Company facilities for six (6) months or more, and such condition is verified by a physician. No administrative fee shall be charged under this provision.
 - c. If Member moves more than twenty-five (25) miles from the Company.
 - d. If Company closes for more than thirty (30) days, Member may cancel this Contract upon written notice to Company.
8. **Default and Remedies.** Member agrees to pay a late charge of twenty-five (\$25.00) dollars for any dues received more than five (5) days after the Due Date. Member’s nonpayment of dues for thirty (30) days or more or breach of this Contract shall be grounds for Company to terminate membership, to suspend all or some membership privileges, and/or to take any other actions permitted by law or in equity. Upon termination under this provision, Company reserves the right to declare the remaining balance due and payable in full. Member shall incur reasonable attorneys’ fees, legal expenses, and other costs and expenses of collection upon defaulting upon or breaching this Contract.
9. **National Independent Health Club Association (“NIHCA”).** Member understands and agrees that any reimbursement from or reporting to his or her insurance company participating with NIHCA is the sole responsibility of Member.
10. **Non-Transferability.** Memberships are nontransferable.
11. **Membership Responsibilities.** Member agrees use of the Company premises, equipment, and classes shall be undertaken at his or her sole risk, and Company, its officers, employees, or agents shall not be liable for any harm, injuries or damage to Member or Member’s property, or be subject to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of

Company, its officers, employees, or agents. Company shall not be responsible for any damaged, lost, or stolen personal property.

12. **Rules and Regulations.** Member understands that Company operates under certain rules and regulations and Member agree to abide by all posted rules and regulations, and any amendments thereto. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of Company, and Member accepts such changes as a condition of membership. Member also agrees to dress and conduct him or herself in an appropriate manner.
13. **Likeness.** Member agrees that Member's photo, video, image, or likeness may be used by Company and its assigns at their discretion.
14. **Modification and Termination.** This Contract shall be terminated or modified only by written agreement signed by both parties hereto, their heirs, successors, or assigns.
15. **Severability.** If any of the covenants or agreements contained in this Contract violate any state, federal or local act or regulation, or are otherwise deemed void or unenforceable by a court of law or equity, such covenants and agreements shall be deemed unenforceable and of no effect without affecting the validity or enforceability of any other covenant or agreement.
16. **Headings.** The headings used in this Contract are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Contract.
17. **Governing Law.** This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Minnesota.

BY SIGNING THIS CONTRACT, THE UNDERSIGNED AGREES THAT HE OR SHE HAS REVIEWED THE PROVISIONS HEREIN AND AGREES TO BE BOUND BY THE SAME.

MEMBER:

Printed name: _____