

JACOB DICKSON PERSONAL FITNESS

603 Virginia Dr, Orlando, FL 32803, 407-403-0880, www.jacobdickson.com

Client Agreement

This is an agreement between _____ (**Client**) and **Jacob Dickson d/b/a Jacob Dickson Personal Fitness (Trainer)**.

Client agrees to pay _____ dollars per calendar month, due on the first of each calendar month, to **Trainer** at **603 Virginia Dr., Orlando, FL 32803**, beginning on _____ (date). In exchange, **Trainer** agrees to provide _____ (number) _____ (duration) scheduled personalized fitness training services per week in each calendar month that **Client** makes payment. **Client** is paying a monthly retainer for time in **Trainer's** weekly schedule, not for a package of individual sessions. In case of a missed session, **Trainer** will attempt to schedule a makeup session during normal operating hours. The monthly fee takes into account that both **Client** and **Trainer** may each take up to two weeks of vacation per year, and that sometimes missed sessions may not be able to be rescheduled.

Client is under no obligation to pay for more than one calendar month of training at a time, nor is **Client** under any obligation to make any future payments. To secure time in **Trainer's** weekly schedule, **Client** simply makes the agreed payment on or before the first of each calendar month. By accepting payment, **Trainer** agrees to set aside the agreed times in his weekly schedule for the current calendar month. If this agreement begins on a date other than the first day of a calendar month, the first payment shall be prorated based on the number of days left until the next calendar month.

This document represents the entire agreement between the parties.

Jacob Dickson d/b/a Jacob Dickson Personal Fitness is registered with the State of Florida as a Health Studio Facility Registration Number #HS9950.

The following clauses are included as required by Florida law.

CONSUMER PROTECTION CLAUSES:

A. This contract provides for the penalty-free cancellation of the contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to Jacob Dickson d/b/a Jacob Dickson Personal Fitness, and refund upon such notice of all monies paid under the contract, except that the Jacob Dickson d/b/a Jacob Dickson Personal Fitness may retain an amount computed by dividing the number of occasions health studio services are to be rendered into the total contract

price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision. [s. 501.017(1)(a), F.S.]

B. This contract provides for the cancellation and refund of the contract if the contracting business location of Jacob Dickson d/b/a Jacob Dickson Personal Fitness goes out of business, or moves its facilities more than five (5) driving miles of the business location designated in such contract at no additional cost to Client. [s. 501.017(1)(b)1, F.S.]

C. This contract provides that notice of intent to cancel by Client shall be given in writing to the Jacob Dickson d/b/a Jacob Dickson Personal Fitness. Such a notice of cancellation from Client shall also terminate automatically the consumer's obligation to any entity to whom Jacob Dickson d/b/a Jacob Dickson Personal Fitness has subrogated or assigned Client's contract. If Jacob Dickson d/b/a Jacob Dickson Personal Fitness wishes to enforce such contract after receipt of such showing, it may request the Department to determine the sufficiency of the showing. [s. 501.017(1)(b)2, F.S.]

D. This contract provides that if the Department determines that a refund is due Client, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

1. Upon sale, for not more than fourteen (14) consecutive days; or
2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(b)3, F.S.]

E. The disclosure statement shall include a provision advising Client to contact the Department for information within sixty (60) days should the health studio go out of business. [s. 501.017(1)(c), F.S.]

F. This contract provides for the cancellation of the contract if Client dies or becomes physically unable to avail himself or herself of a substantial portion of those services which Client used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The contract may require Client or Client's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by Client shall be established if Client furnishes to Jacob Dickson d/b/a Jacob Dickson Personal Fitness a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(d), F.S.]

G. This contract provides that the initial contract will not be for a period in excess of thirty six (36) months, and thereafter shall only be renewable annually. Such renewal

contracts may not be executed and the fee therefore paid until sixty (60) days or less before the preceding contract expires. [s. 501.017(1)(e), F.S.]

1. IF you sell a single contract for thirty (30) days or less, without any option or other condition which establishes any right or obligation of a member beyond the thirty (30) day period then this provision should read as follows: The initial contract will not be for a period in excess of thirty (30) days. Renewal contracts may not be executed and the fee therefore paid until the preceding contract expires.

IF you sell SESSIONS in this manner then the contract must ALSO indicate that ALL sessions must be used within thirty (30) days.

H. This contract provides that if the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide the buyer with the means of such identification. [s. 501.017(1)(f), F.S.]

I. Health studios exempt from posting security must include in all contracts for health studio services the following disclosure statements [s. 501.017(2), F.S.]:

SHOULD YOU (THE BUYER) (CLIENT) CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

Signed:

_____	_____
(Client)	Jacob Dickson (Trainer)
_____	Date: _____
(Print Name)	
Date: _____	