



STUDIO MEMBERSHIP AGREEMENT

Why You're Reading This Document

The following Studio Membership Agreement (the "**Agreement**") will clearly communicate our expectations in having you as part of our community. If you have any questions please let us know as we want to make sure we are all on the same page moving forward.

In exchange for membership access to Gaze Hot Yoga's classes and studio, you agree to be bound by the following conditions.

1. **Parties.** This Agreement is made between Gaze Hot Yoga Inc, a Corporation operating out 1809 N. Tampa Street, Tampa, FL 33602, ("**Gaze Hot Yoga**", "**we**", "**our**", and "**us**") and you, the undersigned (electronically) or person who has clicked "I Agree" to this Agreement ("**you**" and "**your**"). Gaze Hot Yoga is registered with the State of Florida as a Health Studio. Registration No. MM36606.
2. **Services.** We promise to provide you with access to our studio and the full use of our facilities, as well as access to our regularly scheduled classes (either online or in-person) at Gaze Hot Yoga (the "**Membership**") according to the terms outlined in Schedule "A" Memberships below.
3. **Term.** This Agreement will be binding upon your Membership payment and will last for the time specified in Schedule "A" Memberships below or as specified online or as agreed upon between us (the "**Term**"). You can decide to renew the Term of this Agreement as many times as you would like.
4. **Termination.** You are free to terminate this Agreement and your membership at any time and can do so by providing Termination Notice, as described below in section 5.1. You will keep access to your membership until the end of the billing period you have paid for ends. Once you terminate your membership with us, you will not be billed for another billing period.
5. **Membership Termination.** Please find specific information on how to terminate your Membership below.
 - 5.1. To terminate this Agreement, please email us a note that states that you are terminating this Agreement, or words of similar effect (the "**Termination Notice**"). Please send the email to: info@gazehotyogatampa.com.
6. **Our Commitment to You.** Through your Membership, Gaze Hot Yoga is committed to providing you with the opportunity and support to find and maintain a regular yoga practice.
7. **Scheduling.** Please consult Gaze Hot Yoga or refer to our available schedule of classes for the exact scheduling and time of our classes.
8. **Payment.** You agree to pay the price, including the possibility of incremental payments ("**Incremental Payment**"), of the Membership as outlined below in Schedule "A" (the "**Payment**").



- 8.1.** The Payment price outlined in Schedule "A" is subject to taxes and additional fees. Any subsequent changes to the Payment price will not affect the validity of this Agreement.
- 8.2.** Payment is due upon completed purchase of the Membership and must be made in full prior to the start of your Membership.
- 9. Payment Method, Dates and Authorization.** You authorize us to charge your credit card which you will use to pay for your membership through MindBody software. You authorize us to continually charge that specific credit card once a month, occurring monthly on the same date you signed up on and continue to do so until you provide termination notice.
- 9.1.** For clarity's sake, if you signed up with us on the 6th of a month, we will automatically bill you on the 6th of every month.
- 9.2.** For clarity's sake, by virtue of you submitting your credit card with our studio's software through MindBody, it is authorization for us to continually charge that specific credit card as per the terms described in this Agreement. .
- 10. Incremental Payments.** If your method of Payment includes Incremental Payments, you authorize Gaze Hot Yoga to maintain your account information and charge that account automatically upon the renewal of the Membership with no further action required by you.
- 10.1.** Gaze Hot Yoga will charge your method of payment as outlined in provision 9 above and Schedule "A" below for the Incremental Payment. We will notify you 2 days before the Payment charge.
- 11. Membership Suspension.** Details regarding the availability of a suspension of your Membership are as follows:
- 11.1.** In order to temporarily suspend a membership, one must email info@gazehotyogatampa.com with the desired start date and length of the suspension (maximum 6 months).
- 12. Late Cancellation.** If you have signed up for a class but are unable to make it, Gaze Hot Yoga will decide unilaterally whether or not to permit a refund for the cancellation or not.
- 13. Refunds.** Our refund policy is as follows: All sales are final. Memberships are non-refundable and non-transferable., with the exception of the terms outlined in sections 5 above. Eligible refunds do not include Payment made for the Membership services already received.
- 14. Legal Fees.** You will be responsible for any and all legal fees incurred by Gaze Hot Yoga regarding any potential chargeback issues (for example, if you want to issue a chargeback or contest a payment).
- 15. Payment Failure.** In the event that your Payment fails, your Membership access will be temporarily suspended until we receive your Payment. In the event of three failed payments, you understand that Gaze Hot Yoga may contract a collection agency to collect the money from you.



- 16. No Guarantees.** Gaze Hot Yoga cannot guarantee any particular success from participating in our classes or from our Membership. We promise to provide you with the opportunity, classes and support to achieve your goals, but any success and results ultimately depends on your commitment.
- 17. Code of Conduct.** You agree to be mindful and respectful during the classes and duration of your Membership. This includes respecting other members of Gaze Hot Yoga in their fitness journey and taking care when using the facilities and studio space. You also agree to comply with our studio protocol, policies and guidelines, as updated from time to time on our website or posted on-site.
- 18. Studio Closure.** If our studio and facilities are forced to close due to COVID-19, a natural disaster, or other unavoidable circumstance, the Membership will continue with online services and content. As such, so long as Gaze Hot Yoga is either offering in-studio services or online content and services, it will be deemed to be completing the services as part of your Membership.
- 19. Force Majeure.** Gaze Hot Yoga will not be liable for any failure or delay regarding the Membership if such failure or delay is: beyond the reasonable control of Gaze Hot Yoga, could not have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery.
- 20. Substitute Services.** Gaze Hot Yoga has the right to substitute services. This means that if we ever need to switch to online classes or asynchronous virtual offerings due to circumstances beyond our control, we have the right to such a substitution for in person classes.
- 21. Waiver.** Before your Membership can begin, you must sign our Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
- 22. COVID-19 / Infectious Disease.** Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in any of the Membership activities you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a communicable disease or are unsure of your health and ability to partake in the Membership activities, please consult with your doctor and we urge you not to visit our studios or facilities. You further agree to follow the relevant guidelines and comply with studio policies around COVID-19, including use of masks or other protective gear, social distancing and hygiene practices. We are all in this together and need to remember to act responsibly and with kindness towards each other in order to ensure everyone's safety.
- 23. Media Release.** We think you're incredible and would love to show you off! By being a member at our studio and through your Membership, you agree to grant us the irrevocable right to use your image, likeness, photographs, video content, audio recordings of you captured in our studio or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the use mentioned in this section. Please let us know if you ever want us to stop using an image of you.



24. Indemnity. You hereby fully indemnify Gaze Hot Yoga Inc and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the “**Released Parties**”) from any liability and damages arising from death or personal injuries. This includes the contraction of COVID-19 or other communicable diseases or related to premises liability, however caused including as a result of Gaze Hot Yoga’s negligence, provided that where Gaze Hot Yoga has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.

25. Standard Legal Things. Choice of Laws and Venue. This Agreement will be governed exclusively by the laws of the State of Florida. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Florida. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by Gaze Hot Yoga of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This Agreement may be signed by any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click “I Agree”, the effect of which will be the same as if we signed the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

26. Consumer Protection Rights. Sorry for the legalese! Florida made us do it!

26.1. You are entitled to a penalty-free cancellation of this Agreement within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to Gaze Hot Yoga, and refund upon such notice of all moneys paid under the Agreement, except that Gaze Hot Yoga may retain an amount computed by dividing the number of complete days in the Term of the Agreement, or, if appropriate, the number of occasions Gaze Hot Yoga’s services are to be rendered into the total Agreement price and multiplying the result by the number of complete days that have passed since the making of the Agreement or, if appropriate, by the number of occasions that Gaze Hot Yoga’s services have been rendered. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3-day provision.

26.2. You are entitled to the cancellation and refund of the Agreement if Gaze Hot Yoga goes out of business, or moves its facilities more than 5 driving miles from the business location designated in this Agreement, and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in this Agreement at no additional cost to you.

26.2.1. Any notice of intent to cancel shall be given in writing to Gaze Hot Yoga. The notice of cancellation automatically terminates your obligation to any entity to whom Gaze Hot Yoga has subrogated or assigned the Agreement. If Gaze Hot Yoga wishes to enforce the Agreement after receipt of the notice, we may request the Department of Agriculture and Consumer Services (the “Department”) to determine the sufficiency of the notice.



26.2.2. If the Department determines that a refund is due to you, the refund shall be an amount computed by dividing the Agreement price by the number of weeks in the Agreement Term and multiplying the result by the number of weeks remaining in the Term. Gaze Hot Yoga may not be deemed out of business when temporarily closed for repair and renovation of the premises: (a) upon sale, for not more than 14 consecutive days; or (b) during ownership, for not more than 7 consecutive days and not more than two periods of 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.

26.3. You are advised to contact the Department for information within 60 days should Gaze Hot Yoga go out of business.

26.4. This Agreement shall be cancelled if you become deceased or physically unable to avail yourself of a substantial portion of the services which you used from the commencement of the Agreement until the time of disability, with refund of funds paid or accepted in payment of the Agreement in an amount computed by dividing the contract price by the number of weeks in the Agreement Term and multiplying the result by the number of weeks remaining in the Term. You or your estate seeking relief under this paragraph are required to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the Agreement is established if you furnish to Gaze Hot Yoga a certification of such disability by a physician licensed under chapter 458, chapter 459, chapter 460, or chapter 461 of the Florida Statutes to the extent the diagnosis or treatment of the disability is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.

26.5. The initial Agreement will not be for a period in excess of 36 months, and thereafter shall only be renewable annually. A renewal Agreement may not be executed and the fee therefore paid until 60 days or less before the previous Agreement expires.

26.6. If Gaze Hot Yoga requires you to furnish identification upon entry to the facility and as a condition of using its services, Gaze Hot Yoga shall provide you with the means of such identification.

26.7. SHOULD YOU (THE BUYER) 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.

Thank you for taking the time to read this. Let's begin!

AGREED and ACCEPTED

Signature

Gaze Hot Yoga Inc
Per: Wes Bozeman, Owner

Date:_____

Signature

Printed Name

Date:_____



SCHEDULE "A" MEMBERSHIPS

Monthly Membership

Cost	\$95
Details	YOGA. Our only mission is to help you find your yoga practice. Plain and simple. Join the community, see the change, cancel anytime. We're here for you. Sign-up to get your first month for \$49. Included with this pass: <u>Unlimited</u> yoga, 15% off retail video on demand library, 1 guest pass per month, option to freeze, no minimum commitment, opt out ANYTIME.
Credit Card Number	You authorize Gaze Hot Yoga to charge the credit card you upload to MindBody and use through our online payment system. We will take payment the same day of the month each payment from when you make your first payment. All of the credit card information for the transaction is housed and available should you have any requests.

5 Pack Renewable

Cost	\$ 90
Details	Grab 5 classes for a killer deal! When the classes run out, your card is charged automatically and you get 5 more!
Credit Card for Renewal	You authorize Gaze Hot Yoga to charge the credit card you upload to MindBody and use through our online payment system. We will take payment after 5 classes are used.