

REFINERY FITNESS MEMBERSHIP AGREEMENT

This agreement is between Refinery Fitness LLC (fka Rhinebeck Kettlebell Club LLC), hereafter referred to as “Refinery Fitness,” and the undersigned member, hereafter referred to as “member”. This agreement is entered into on the day that the member acknowledges this agreement in writing or electronically, or makes their first payment to Refinery Fitness for products and/or services rendered, whichever is satisfied first.

MEMBERSHIP

Term Memberships: Your first month at Refinery Fitness is prorated, contingent upon when this Agreement is initiated relative to the first of each month. Monthly Dues are only prorated once, upon initial enrollment with Refinery Fitness.

Month-to-Month Memberships: Members will need to pay membership dues on a monthly basis by cash, check, or credit card by the 1st of every month. Mastercard, Visa, and American Express are all acceptable forms of credit. Delayed payments may result in late fees and/or temporary suspension of gym membership.

Term Membership Payments: All term memberships and guest fees are collected via auto-debit (i.e., electronic funds transfer) from either a checking account, debit card or credit card. By providing your checking account, debit card or credit card information you allow Refinery Fitness to automatically withdraw dues and fees as they come due each 1st of the month.

Family Memberships: Family is defined as spouse or children living in the same household. Only one member is allowed to satisfy dues. If a family membership drops to one member, the Dues change to the Individual rate in effect at that time.

Right to Modify Dues: If you have a Month-to-month Membership, then Refinery Fitness may increase your Dues at any time.

Three-Day Right of Rescission: New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, Refinery Fitness will return to the member within thirty days all amounts paid less \$25 for usage of facility during those three days. To cancel, new members must inform Refinery Fitness in writing of their intent to cancel. Written intent to cancel can be delivered to Refinery Fitness in person or e-mailed to info@refinery.fit.

Availability of the Facility: Refinery Fitness does provide an “Open Gym” Membership. Members may use the facilities during scheduled business hours, scheduled events, classes, or by appointment. Operating hours and current class schedules are listed on our website at www.refinery.fit. Refinery Fitness reserves the right to change operating hours and/or class schedules at its sole discretion without any effect to this Agreement.

Limited Availability: Refinery Fitness may close its Facility for seminars, certifications, maintenance, selected holidays and other hours based on municipal requirements. Refinery

Fitness may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this Agreement. If any part of the Facility is unavailable for more than three (3) consecutive days (not including Sundays) for any reason but less than fifteen consecutive days (not including Sundays), except acts of nature, Refinery Fitness will extend your membership, without Dues, for the same period the Facility was unavailable. Should the facility become unavailable for more than fifteen consecutive days (not including Sundays) for any reason including acts of nature, then you may elect to cancel this membership effective the following 1st of the month. Refinery Fitness will not be responsible for refunding any membership fees paid, including advance payments up to 12 months. Any memberships that are paid for more than 12 months in advance will have the portion corresponding to a term beyond 12 months refunded.

Limited Use: If you know or should know you have a problem that might prevent you from using Refinery Fitness (i.e., medical or family emergency, business travel, vacation, etc...) and you sign this Agreement; you agree that your membership is limited accordingly. However, because this is your choice, you still must pay your monthly dues as if you could use the Facility; there will be no carry-over of monthly dues into subsequent months for any time unspent using the Facility in a previous month. See our Freeze Policy for Term Memberships and our Cancellation Policy for other options.

Freeze Policy for Term Memberships: Members may put their term membership on hold, in one calendar month increments, for up to three (3) calendar months per year for a fee of \$20 per freeze request. Notice of freeze must be given to Refinery Fitness in writing or by e-mail to info@refinery.fit at least 3 business days prior to the first day of the month to be frozen. Members will not be billed for membership during frozen months. Billing will resume automatically upon end of freeze. The current membership agreement will be extended by the number of months frozen.

Late Payment / Declined Credit Card Fees: A \$10 late payment will be due and payable for payments received past the 5th of the month. A returned check or declined credit card/debit card will result in a fee of \$25. Membership fees must be paid on or before the first day of the month. Members who are not current will not be allowed to use the facilities, nor participate in classes after the 5th of the month.

Cancellation of Membership by Member: A member may cancel his/her membership at any time with at least a 30 day notice. Please remember partial months are not permitted. If a member cancels on or after the 2nd of any month, then a payment will still be due the following month on the 1st. There are no refunds for membership fees, and Refinery Fitness will not prorate a cancelled membership, except for members that paid 6 or more months in advance. Those that paid 6 or more months in advance will be refunded a prorated value of their payment, based on the fraction of their membership they used on a per diem calculation. (Example: Member paid for 12 months (365 days) in advance. On December 2nd, member gives their 30 day notice to cancel the membership after 3 months of membership (for a total of 30+31+28+31 = 120 days) If the member paid \$960 (\$80 x 12 months) in advance for 12 months' worth of membership, then $120/360 = 0.33$ of their membership was used, and 0.67 of their membership would be eligible

for a refund. This member would then receive $0.67 \times \$960 = \643 upon cancellation and be able to use the facility until the completion of the 4th month.)

Lost Articles: Refinery Fitness assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.

Smoking, Alcohol, Food and Drink: No smoking is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container. No alcohol is permitted anywhere on the premises.

Supervision of Children: Members must be 14 years of age or older unless supervised by a parent or legal guardian at all times, or enrolled in personal training sessions. Guests/Visitors under the age of 14 must be supervised by a parent or legal guardian at all times.

Children under the age of 14 may not participate in regular classes and/or training unless that class or course is specifically designated for children in that age group. A legal parent or guardian must provide written consent for their child to attend classes and acknowledge Refinery Fitness' liability waiver and terms and conditions on their child's behalf. Refinery Fitness will be the sole determiner if a child between under the age of 14 may participate in classes and/or training. This determination will take into account the following and other factors: physical and emotional maturity, physical ability to safely perform exercises, ability to follow instructions, and/or a determination that Refinery Fitness classes will allow for greater progress than typical classes for this age group.

Conduct: Refinery Fitness is committed to the health, safety, welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. Refinery Fitness has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of any member engaging in unacceptable behavior.

Attire: Refinery Fitness strives to maintain an environment that is clean, friendly, and free from distraction and annoyances. To that end, members shall be groomed and wear appropriate attire to the gym during their use of the facility. Appropriate attire shall include (but not limited to) athletic, or training shoes; socks, shorts and/or sweatpants, track pants, t-shirts and/or sweat shirts, tank tops, yoga pants and/or tops, etc. Casual everyday dress such as jeans and shoes are not permitted in the studio. Athletic shoes must be worn at all times unless allowed otherwise by the facility staff.

Damages: Members shall pay for any damages to Refinery Fitness property which results from the willful or negligent conduct of member, member's guest(s) or dependent children. Members shall also be held liable for any damages to property of the landlord, and/or of neighboring tenants of Refinery Fitness as a result of the willful or negligent conduct of member, member's guest(s) or dependent children. In the event that Refinery Fitness must rectify damages to landlord's or neighboring tenants' property as a result of the members' conduct, Refinery Fitness reserves the right to pursue recovery of damages to the fullest extent of the law.

Rules and/or Regulations: Members who do not observe Refinery Fitness's rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of Refinery Fitness's rules or regulations. Not all rules and regulations are listed in this agreement. Refinery Fitness reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Refinery Fitness.

MISCELLANEOUS

This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties.

Member has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (which includes the waiver, release and assumption of risks) Member has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Member certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement. If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.

Signed,

Client Name Print

Client Name Sign

Date