

Teen and Adult Membership Agreement Aerial Arts of Rochester

MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement” or “Membership Agreement”) is entered into between Vertical Arts Studios LLC d/b/a Aerial Arts of Rochester., located at 1046 University Avenue, Rochester NY 14607 and you the member. Aerial Arts of Rochester is an aerial fitness studio offering circus training, aerial and pole fitness classes in addition to private instruction. This Agreement entitles members access to participate in these classes. Please review this Agreement thoroughly as it is a legal contract between Aerial Arts of Rochester and all members. By using the services offered at Aerial Arts of Rochester, members are agreeing to the terms of this Agreement.

SUMMARY

- 1) Be aware of your billing due date. You are required to provide AAoR with WRITTEN CANCELLATION NOTICE via email to aerialartsrochester@gmail.com no less than 7 days prior to your billing renew date. Plans will be terminated at the end of a billing cycle. * If you simply stop attending refunds will not be issued.**
- 2) Make sure your notifications are turned on. If you are moved off of a class waitlist and do not show up, your plan will be deducted a visit.**
- 3) You are solely responsible to manage your class reservations and cancellations. DO NOT email, text, voicemail or use Facebook messenger with requests to make changes to your reservations. You may only do this in person with a staff member.**
- 4) If you cancel your reservation less than 6 hours before class starts, you will be deducted a visit.**
- 5) Upgrading a plan may be done at anytime. Downgrading will be completed at the end of your billing cycle.**
- 6) When you cancel your plan, unused roll over visits will be forfeit.**

PURCHASES AND PAYMENT

PAYMENT SUMMARY: Monthly memberships are paid at the time of purchase however, you may choose the day the plan starts. This date will then become your billing due date for your monthly membership. For example; You purchased the plan on June 15th, but choose to start on July 6th. Your next payment would then be due on August 6th. Monthly membership payments shall be made on a reoccurring basis on the date you choose to start your plan, via automatic debited payment (credit card, debit card, or automatic checking account draft). Additional terms regarding the automatic debited payments are outlined below. Each membership states the class packages at the time of purchase.

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In the event of a declined credit card/debit card, the member's account will be immediately suspended, pending the member updating their payment information and their membership dues paid in full.

HOLD POLICY: Members can place a one time complimentary "freeze hold" on their membership for up to 6 months. Additional freeze holds will cost \$15.00 each. Exceptions will be considered (ie; pregnancy, military duty, etc.) Hold Requests must be sent via email to aerialartsrochester@gmail.com no less than 7 business days prior to the freeze date. The freeze request must state both the freeze start date. Members who provide insufficient notice cannot be guaranteed a timely stop on billing. Members will not be billed for memberships during the freeze months. Billing will resume automatically upon end of freeze end date.

CLASS CANCELLATION AND BOOKING POLICIES

GENERAL: Students may enroll into the appropriate level class in which they have been approved or have completed the necessary requirements. This means if you are a Level 2 student, you may not attend level 3 unless you have the permission from your instructor. You may however, take any classes at your current level or below.

RESERVING CLASSES: Clients are solely responsible for the booking and cancelling of their classes. Clients may enroll and remove themselves from classes via their Pike13 client account or other approved software. You may also download the Pike13 application to a mobile device. You may only sign up for the amount of classes in your monthly plan during your billing cycle.

WAITLIST: Clients who are on a waitlist will be notified via Pike13 up to a minimum of 4 hours in advance that a space has become available and you will be moved into the class. This process will happen automatically, therefore it is important that you check your notifications. If you do not show up for class because you were unaware, Aerial Arts of Rochester will deduct a visit from your plan or charge a no show fee.

SIGN-IN: Clients are required to sign into their scheduled class no less than 2-minutes prior to the scheduled start time. If a client does not sign into class within such time, Aerial Arts of Rochester reserves the right to give your spot to someone who may have walked in. *Please note this policy is current modified to comply with CDC guidelines. Please check in with your instructor or with the front desk staff.

CANCELLATIONS: Reservations may be cancelled without penalty up to 8 hours in advance. This means you must remove yourself from a class no less than 8 hours prior to the class start time or a \$5.00 late cancellation fee will be charged to the card on file. Once you have removed yourself from the class 8 hours or more in advance Pike13 will automatically return your class to

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your account for future use. You may call during business hours and cancel a class reservation IF you are able to speak to someone over the phone (they will make note of this in your account) or cancel in person. **Class cancellations will NOT be accepted via email, text message, facebook or by voicemail.**

NO SHOW: For clients who have made reservation and do not show up for the class/workshop/lesson, a visit will be deducted from your plan or pass. In the event that you have an unlimited plan and continue to reserve a space and do not show up, you will be charged a \$5.00 fee as this space could have been given to another participant.

SINGLE VISITS: If you do not cancel 8 hours in advance, we reserve the right to charge your card \$5.00 fee for late cancellation. **MONTHLY MEMBERSHIPS:** If you do not cancel your class within the 8-hour window, a \$5.00 late cancellation fee will be charged to your card on file. If you book multiple classes, you are solely responsible for cancelling your classes within the bounds of the cancellation policy outlined above. Aerial Arts of Rochester staff cannot be held responsible for accidental bookings by clients, double bookings, or double waitlisted classes made by members.

PACKAGE PURCHASES; CREDIT CARDS ON FILE; AUTO RENEW

PACKAGE PURCHASES: By purchasing a membership from Aerial Arts of Rochester, you agree to the Terms and Conditions in full (see below). Packages cannot be shared between members. Auto-Renew contract members are required to keep a current credit card on file.

CREDIT CARD ON FILE: Members may elect to keep a credit card on file using their Aerial Arts of Rochester Pike13 account online. By placing a card on file, the cardholder and account holder gives permission to Aerial Arts of Rochester to charge the card for any auto-renew packages and/or cancellation fees accrued in accordance with the Aerial Arts of Rochester, cancellation policy detailed above.

AUTO-RENEW: By enrolling in an auto-debit contract, you authorize Aerial Arts of Rochester to, on a recurring basis, automatically charge the debit or credit card account you specified, for the monthly payments on your membership auto-debit plan associated with your account, on the billing due date. You understand and acknowledge that (1) Aerial Arts of Rochester will initiate transfers/charges pursuant to this authorization not to exceed the amount shown on your Membership Agreement and/or in connect with cancellation fees per the cancellation policy. Aerial Arts of Rochester may discontinue processing of recurring charges if it is unable to secure funds from your debit/card due to, but not limited to, insufficient or uncollected funds in the

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account or insufficient or inaccurate information provided; (2) the Pike13 booking system allows for booking through the week regardless of the billing date of your contract; (3) if you are booked in a class past the subsequent billing date, and your debit/credit card fails to bill properly, that you will be removed from any classes past the subsequent billing date and notified via electronic mail; (4) if you are removed from class due to the circumstances as described, it may not be possible to place you back into the class for which you were originally booked and that you will not be given any priority in waitlisted classes; (5) it is your responsibility to keep a current card on file with accurate billing information. Aerial Arts of Rochester cannot be held responsible for errors in processing due to expired or inaccurate information.

CANCELLATION OR ADJUSTMENTS TO MEMBERSHIP AGREEMENT BY MEMBER

CANCELLATION: You must provide Aerial Arts of Rochester with written notice via electronic mail to cancel, no less than (7) business days prior to your billing due date. Refer to your client account via Pike13 should you need to reference your personal billing due date. Failure to provide timely notice will result in a charge for the full amount of your next billing payment.

Your membership will be terminated at the **end of your billing cycle**. For example; You want to cancel your plan and your membership renews on July 31st. This means your plan will end on July 30th so that your plan does not renew. You may continue to attend and use your visits until the plan ends.

ROLL OVER VISITS: When you cancel your plan any remaining roll over visits will be forfeit.

If, at the time of receipt of your cancellation notice, you have outstanding payments owed to Aerial Arts of Rochester, these payments must be made in full in order for the Membership Agreement to be considered cancelled. In the event that you fail to pay outstanding amounts owed, your membership will be considered suspended and Aerial Arts of Rochester reserves the right to pursue additional avenues or means to collect funds owed.

This Membership Agreement may be cancelled upon receipt of written notice via electronic mail (email) or a letter mailed first-class in the event of (1) If the member is unable to receive Aerial Arts of Rochester's services which the member has contracted. The member, or the member's estate, shall be relieved from obligation of making payment for services other than those received or obligated prior to the departure date.

UPGRADING A PLAN: Members wishing to change their memberships (or in any other way modify their contracts) must sign a new membership agreement. Membership upgrades will be accepted and processed at anytime, however you will be responsible for paying the difference in price if any.

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DOWNGRADING A PLAN: Members wishing to change their memberships (or in any other way modify their contracts) must sign a new membership agreement. Downgrading to lower visit plan will be completed at the end of your billing cycle. For example if your memberships auto-renews on the 3rd of every month, your downgrade would be processed on the 2nd.

Membership prices are subject to change. In the event of a change in membership price increase, Members will be notified via email of any price increase to their memberships. They will be notified via email at least 30 days prior to the change.

MISCELLANEOUS

CLASS INFORMATION: Class schedule is subject to change without notice. Please check our website or the Pike13 app for up to the minute changes, additions, and/or cancellations.

MEMBERSHIPS: Memberships are non-refundable and non transferable. Memberships can not be shared between members.

HOLIDAYS & STUDIO MAINTENANCE: The studio will be closed for all major holidays and some non-major holidays. For safety and equipment checks, the studio reserves the right to close for any maintenance, etc.

CONDUCT/DAMAGES: Aerial Arts of Rochester is committed to the health, safety, and welfare of each of its members and will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behavior. Members who do not observe Aerial Arts of Rochester's rules and regulations or who abuse equipment in any fashion will be asked to leave. Aerial Arts of Rochester has the right to determine behavior and respond accordingly. This right includes but is not limited to termination of a membership without refund to any member engaging in unacceptable behavior. The member shall pay for any damages to Aerial Arts of Rochester's property which results from the willful or negligent conduct of any member, member's guest, or member's dependent /child. Not all rules and regulations are listed in this agreement. Aerial Arts of Rochester reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Aerial Arts of Rochester.