

TERMS OF 1 YEAR MEMBERSHIP AGREEMENT- AUTOMATIC MONTHLY WITHDRAWAL

I do hereby agree of my own free will to the terms of this contract entered into between myself and Sorrento Valley Yoga, (hereafter SVY). For the consideration of 1 calendar year, beginning on today's date and valid through 1 calendar year, of Membership at SVY, at 10999 Sorrento Valley Road, San Diego, California 92121, I agree to pay SVY, or its agents and/or heirs the sum of \$39.00 per month for the calendar year. I understand that I will be responsible for this charge regardless of how often I utilize this Membership. I understand that this Membership at SVY may not be used by any other person or persons and that I am solely responsible for its use. I agree that SVY, its agents or heirs may at anytime, for any reason, cancel this contract and/or Membership verbally or in writing.

Membership entitles me to one calendar year of unlimited yoga classes.

First and last month's payments for a total of \$78.00 are required up front and will not be refunded under any circumstances. On the first day of each month thereafter (months 2-11), an automatic withdrawal of \$39.00 will be deducted from the account I supply to SVY or its agents. No withdrawal will take place on month twelve.

A credit/debit card number must be supplied when purchasing a membership.

If I terminate this contract for any reason within the first twelve months of membership I must pay a \$150 early cancellation fee. This fee will be drawn from the card used at sign up. Memberships do not automatically cancel after the first twelve months.

For cancellation, holds, or changes to membership for any reason, member must notify SVY via e-mail at sorrentovalleyyoga@gmail.com at least 15 days prior to next auto draft. Please put "Membership" as subject heading of e-mail. In turn, SVY will send a confirmation via email after the changes have been made to the account.

SVY is in no way, under any circumstances, responsible or obligated to pay for my insufficient fund penalties if any.

SVY retains the right to draft my dues and any penalties incurred on the credit card given at the time of sign up should my bank account have insufficient funds and/or charge me for insufficient funds penalties charged to SVY due to member insufficient funds at the time of bank auto draft.

Once I submit an e-mail request for any changes to my membership, it is my responsibility to ensure that SVY has responded back on the same e-mail account to confirm processing the request. SVY is in no way, under any circumstances, responsible for my negligence in checking my own bank statements to ensure that membership changes, holds, or cancellations have been processed correctly. In the event of miscommunication I am responsible to produce a copy of my request and response from SVY for review. Only then, if SVY did not

perform what it agreed to do, SVY will reimburse any funds rightfully owed to me. In the event that I cannot produce a copy of e-mail correspondence with SVY then SVY is not obligated to, nor will refund under any circumstances, dues debited from my account.

I knowingly, voluntarily, and expressly waive any and all claims against SVY, their agents, and their heirs that may result from any and all injuries and/or damages that I sustain as a result of any and all activities that I participate in at 10999 Sorrento Valley Road, San Diego, California 92121. I, my heirs, or my legal representatives forever release, waive, discharge and covenant not to sue SVY, its agents, or heirs for any injury, damage, or death caused by their negligence or any other act. I specifically agree that SVY, its agents, and heirs shall not be liable for any claim, demand, cause of action of any kind, whatsoever for, or on account of death, personal injury, property damage, or loss of any kind resulting from or related to my use of 10999 Sorrento Valley Road, San Diego, California 92121 or participation in any exercise, yoga, or other activity within or without the premises and agree to hold SVY, its agents, and heirs harmless from same.

SVY agrees to keep all financial information provided by me confidential and not share it with anyone except for the purposes enumerated in this contract. Up-front annual memberships under no circumstances or reasons may be refunded in part or full.

I have read the above Contract and fully understand its contents. I voluntarily agree to the terms and conditions stated in this document. I agree that the information provided is true and correct to the best of my knowledge and that if any information changes SVY will be notified in writing immediately.

Member's Name
Date

Signature

Auto Payment Information

Credit/Debit Card Number _____

Name as Printed on the card _____

Expiration Date: _____ Last 3 Numbers on the back of the card _____

Billing address including zip code _____

Phone Number _____ Email Address _____
