

**LIVE TO SHINE COLLECTIVE**  
**SUBSCRIPTION PROGRAM AGREEMENT**

Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Live to Shine Collective, a private ministerial subscription association, hereinafter called "Ministry,"

And \_\_\_\_\_

hereinafter called Member.

Whereas Member desires to become a member of the subscription program and cannot join without agreeing to the rules and regulations set forth below and abiding by the terms of this Agreement;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. SUBSCRIPTION FEES, TERM, CANCELLATION AND HOLD**

All Subscription options are listed below. Subscription use and services must be paid for in advance. All fees and schedules are subject to change without notice. At the present time, subscription options are as follows:

Monthly Fitness Subscription at the Shine Wellness Studio which all include access to the Catalyst Community

1. Blaze subscription with Unlimited classes each month
2. Glow subscription with up to 9 classes per Month
3. Sparkle subscription with up to 5 classes per Month

Online Subscription to Live to Shine Collective Catalyst Community

Renewal: Services under this Agreement will begin on the date the Member signs this Agreement.

Member agrees to commit to this Subscription option for ninety (90) days. This Agreement automatically renews every one (1) month on the anniversary date of signing this Agreement. Subscription payments will be processed on renewal dates. All sessions have a one (1) month expiration date. Member understands that upon signing this Agreement, Member is not entitled

to any refund or credit for any part of the subscription dues unless otherwise provided for in this Agreement.

Cancellation of this Agreement: Member may cancel this Agreement at any time by providing written notice to the Ministry through email. Subscriptions require a fourteen (14) day notice of cancellation unless otherwise provided for in this Agreement. Any regular payments scheduled within the fourteen (14) day cancellation window will process.

Member may cancel this Agreement at any time outside the cancellation requirements listed above if one or more of the following conditions exist:

1. The Member dies or becomes totally and permanently physically disabled. Member must provide proof of disability from a physician agreeable to both Member and Ministry. Member's Estate must provide reasonable proof of death.
2. The Member moves their residence to a location more than thirty (30) miles from the Ministry operation where classes are held.
3. The Ministry ceases offering services provided in this Agreement because the Ministry permanently discontinued operation.

Ministry may cancel this Agreement at any time for any reason.

Hold/Freeze: Members may not hold an automatic payment at any time for any reason.

Special arrangements, repairs, and maintenance may make it necessary for the Ministry to restrict use of or close. Fees will not be reduced or suspended during the time when the facility is not available.

Ministry reserves the right to increase subscription rates by two to five percent (5%) annually with notice to Member.

## 2. AUTOMATIC PAYMENT AUTHORIZATION

Member represents and warrants that if Member is purchasing something or paying for a service from this Ministry that (i) any credit card, debit card, or bank account draft (ACH Draft) information Member supplies is true and complete, (ii) charges incurred by Member will be honored by Member's credit card company or financial institution, and (iii) Member will pay the charges incurred by Member at the posted prices, including any applicable taxes, fees, and penalties.

Member hereby authorizes (if online payment is made or autopay information is provided) this Ministry to charge Member's ACH draft, credit card, or debit card account for the following amounts: (1) Member's recurring subscription dues, and (2) any other fee for other goods/services Ministry provides that Member instructs Ministry to bill to Member's account on file.

Authorized EFT payments may be separately initiated or, to the extent permitted by law, combined with other authorized EFT payments. Member will receive notice if Member's EFT rate is changing and have the choice of whether to continue or cancel Member's subscription at that time. Member may cancel EFT authorization by giving the Ministry written notice of termination in accordance with this Agreement. Member agrees to give Ministry notice if Member's billing or Account information changes. If Member decides to change Member's billing information, a 14-day notice is required.

### 3. GENERAL POLICIES

The undersigned Member understands and agrees to the following general policies:

#### A. LATE POLICY

If Member anticipates being more than 10 minutes late to a group class, Member must contact the Ministry. If Member is more than 20 minutes late to a group class, the on-duty instructor or the Ministry has a right to deny entry to the group class.

#### B. OTHER SERVICE FEES

All services (such as private training and semi private training) outside of group classes are subject to additional hourly rates, monthly rates, and/or specialty fees.

#### C. REGISTRATION AND CANCELLATIONS

Member must pre register for group classes prior to attending a group class at the Ministry through the Ministry's online client management software. Any modifications to pre registrations must be made through Ministry's online client management software. The Ministry may either close or operate at reduced hours on holidays. Business hours, policies, and regulations are subject to change without notice and can be found on the Ministry's website and/or client management software.

If Member is unable to attend a group class for which they have pre registered, they must cancel that registration at least twelve (12) hours prior to the class's start time. Failure to cancel any scheduled group class or session as required in this paragraph will result in a loss of that group class or session without an option to reschedule. This cancellation requirement is a no exceptions policy. Refunds will not be given for missed sessions.

### 4. ATTIRE

Clean athletic clothes are required for fitness classes, shoes are optional. Please be mindful of other members and limit perfumes and fragrances.

## 5. CONDUCT

The Ministry is committed to the health, safety, and welfare of each of its clients and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. The Ministry has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of subscription of any client engaging in unacceptable behavior.

## 6. CHILDREN

Only Member's dependent daughters aged fifteen (15) years and older are permitted to attend fitness classes with their parent.

## 7. DAMAGES

Member shall pay for any damages to the Ministry's property which results from the willful or negligent conduct of Member, Member's guest, or dependent children.

## 8. LOST ARTICLES

Ministry assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

9. Ministry does not give refunds for any goods or services that have been ordered, paid for, and/or received on behalf of the Member. All other refunds are at the sole discretion of the Ministry.

10. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

11. Any dispute under this Agreement shall be required to be resolved according to the Bylaws of the Live to Shine Collective.

12. Member has read, and fully agrees to the terms of this Agreement. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her.

In witness whereof, I understand my rights and obligations as stated above. I confirm that I am a legal adult (unless otherwise indicated below) and that I have read and understand this Agreement and I am aware that by signing this Agreement I am agreeing to all of the terms outlined above. I have executed this Agreement and the above terms, as of this date, and acknowledge receiving a copy of this signed Agreement.

BUYER'S RIGHT TO CANCEL

If you wish to cancel this contract, without penalty, you may cancel it by delivering or mailing a written notice to the Ministry. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be mailed to:

The Live to Shine Collective, 1202 Klenc Rd, Springdale, AR 72762

If you cancel within the three days, the Ministry will return to you within thirty (30) days all amounts you have paid.

\_\_\_\_\_

Date: \_\_\_\_\_

*(Signature of Live to Shine Collective Trustee)*

\_\_\_\_\_

Date: \_\_\_\_\_

*(Signature of Member)*