

FITNESS AGREEMENT



Fitness Agreement Overview

WHAT IT IS: This is an agreement between you and your Fitness client that outlines the terms of your relationship.

WHAT IT DOES: This agreement sets expectations and outlines terms for you and your client. By signing this agreement, you and your client are literally “on the same page” when it comes to working together. Among other things, this agreement:

- Contains Fitness program details including fees, payment terms, termination clauses, and the client’s responsibilities
- Limits your liabilities (that is, it protects you and your business legally and financially)
- Provides protocols for changing the scope of work, termination of the agreement, and more
- Provides you recourse (e.g., in the event you need to collect payments)
- Ensures that any legal action brought against you will be handled in the state in which you reside so that you’re not required to fly across the country if a client on the other coast sues you and you have to appear in court

WHY YOU NEED IT: To help prevent misunderstandings and disagreements with your clients. When you’re both crystal clear about what to expect, there’s less chance of confusion, and if there is a disagreement, you can refer back to the agreement to determine what to do about it. Without a signed agreement like this in place, you may not be able to call collect attorney’s fees or even enforce basic provisions of the deal.

WHEN TO USE IT: Every time you sign on a new client.

Clause-By-Clause Explanations and Instructions

Editing Instructions: The first time you go through the template, customize it to your business according to the instructions below. Sections that should be filled in, altered to suit your needs, or deleted if they're not applicable to you are in **red**. Leave the signature section at the bottom and the **[Client Name]** in the recitals (the part between the title and the sections) blank for now. Then save the document – this will be *your* template going forward. Each time you bring on a new client, use your template and update the recitals with the client's name where it says **[Client Name]**.

THE TITLE

On the top of the page, insert your business name in **[Company, LLC or Individual]**. The remainder of the Agreement uses the word “Company” so that you only need to change your business name here and at the signature line.

THE RECITALS

In the part between the title and the numbered sections, insert your business name in **[Company, LLC or Individual]**. The remainder of the Agreement uses the word “Company” so that you only need to change your business name here and at the signature line. When you bring on a new client, insert the client's name where it says **[Client Name]**. Client Name can be an individual, business name, or LLC. The remainder of the Agreement uses the word “Client” throughout.

1. Services

Purpose: This clause defines what will be provided to the client in terms of gym access, equipment access, and programs, if any.

Instructions: Clarify what you are offering to Client if different than the sample clause provided. If you have a proposal or sales offering with the details, see our alternate language where you can incorporate that offering by reference.

2. Membership Fees

Purpose: The fees clause expressly states your monetary rate in exchange for services or a product as well as how and when those fees are due.

Instructions: Explain how and how much you will charge your clients.

3. Invoicing Automatic Billing

Purpose: This clause is to be used if you plan on automatically charging your clients a set rate each month. You want to go ahead and get permission ahead of time. Obtain credit card information from your client and explain when they will be charged.

Instructions: None.

4. Termination

Purpose: Termination clauses provide parties with a legal way out of the deal. This one requires 30 days' notice.

Instructions: Switch out [30 days] to your Company's preferences. Review to ensure it matches your desires. There are no legal limitations other than keeping good faith and fairness in mind.

5. Express Assumption of Risk

Purpose: This clause, along with the limitation of liability, states that Client acknowledges all of the risks associated with physical activity. It reads aggressively but it's important that your clients acknowledge the risks and then also release you from them.

Instructions: None.

6. Waiver and Release

Purpose: The limit of liability clause ensures that Client will not bring any claims against your company related to your company's participation in contracted Services. This clause is extremely friendly to the protection of your company and serves as a release from liability against Client.

Instructions: None.

7. Nutritional Advice

Purpose: If you provide nutritional information, this clause explains that your nutritional information is general guidance and that Client should seek advice from a physician. Again, this clause is just making sure they are taking responsibility for their own decisions and their own bodies.

Instructions: None.

8. Indemnification

Purpose: An indemnification clause assures that your clients will defend your company against all claims brought against you related to the Programs performed for your client. To indemnify means to “defend” or “hold harmless,” so here, the client agrees to cover your losses if they do something that causes you harm or causes a third party to sue you. Think of this clause as your safety net against claims brought against your company.

Instructions: None.

9. Failure to Perform

Purpose: As a business owner, you can potentially run into situations where you are not able to fulfill your end of the deal with your Client. As listed in the contract, sometimes illness or acts of God (earthquake, flooding, pandemic, etc.) make it impossible to complete your obligations. This is your force majeure clause that keeps other parties from holding you responsible if you can't perform for some of these reasons outside of your control

Instructions: None.

10. Severability

Purpose: The severability clause allows the main part of the contract to remain in effect even if certain clauses are illegal or unenforceable. On the off chance that a clause is unenforceable, this provision guarantees that one bad clause does not break or “sever” the deal completely. This is one of those “boilerplate” clauses that's really important.

Instructions: None.

11. Waiver

Purpose: In the case that your company or your client desires to waive or modify a section within this contract, you may do so, but it must be in writing and signed by both parties. This prevents the failure to enforce a section of the agreement one time from coming back to undermine its enforceability later on. This is another boilerplate clause that's very important to include in a Client Agreement.

Instructions: None.

12. Prevailing Party

Purpose: If there's a dispute that requires retaining attorneys, whoever prevails from the dispute will be reimbursed for their attorney's fees. This clause is incredibly important, as it makes it more cost effective should you need to retain an attorney, because now your Client may have to reimburse you for legal fees.

Instructions: None.

13. Governing Law

Purpose: This clause clarifies what laws will govern this contract. Contract laws vary state-to-state, so the contract must clarify what state laws govern this particular agreement.

Instructions: Replace [State] with your state and county of your company's primary location.

14. Entire Agreement

Purpose: The purpose of this clause is to ensure that all of the terms and conditions of your agreement with your client are set out in a single contractual document. An entire agreement clause promotes certainty of obligations and prevents either party from relying on conversations or preconceived notions outside this contract.

Instructions: None.

15. Dispute Resolution

Purpose: This sets out a detailed protocol if there is a dispute. This scheme is designed to start with mediation (a voluntary negotiation process) and then end in arbitration (where an arbiter is used to make the final determination instead of a jury using the normal court system). This can save you lots of money on legal fees.

Instructions: Replace [County, State] with your state and county of your company's primary location. This is where your mediation or arbitration will take place.

25. Electronic Signature and Counterparts

Purpose: To allow you and your client to sign this agreement with the same power and authority as signing in person.

Instructions: None.

SIGNATURE BLOCK

Purpose: To clarify who is obligating themselves to these terms and also to actually take the final step in reaching agreement. All of your hard work does little good when you go to collect on an unpaid invoice if you do not have a signed copy of this agreement, so be sure to **get it signed and keep a copy**.

Instructions: Lastly, insert your business name, name of owner/president, and name of client in the signature block. For job title, be sure to include your title (e.g. Member, President, Manager, CEO, etc) as it denotes that you are signing on behalf of the company and not individually.

Pro Tip: Every time you sign something for the business, it is important to always sign your name as a representative of the LLC and not just individually. This maintains the liability protection you're getting with your LLC. For example, sign: "Wesley Henderson, Member" (or otherwise designate you are signing on behalf of the LLC and not as an individual). Finally, have your client sign and date.

Alternate Language

Note: *This language is alternate meaning it can be used instead of the existing language in the template.*

Services

“Company agrees to provide the services outline in the proposal, which is incorporated herein by reference.”

Purpose: This is an alternate service clause if you have a proposal or estimate that outlines the services you will be providing. .

Instructions: Exchange the language above for the existing language on Services and it will incorporate the details of your proposal as if it will all typed directly into the Agreement.