

The Yoga Fusion Studio (TYFS)
TERMS AND CONDITIONS OF MEMBERSHIP AGREEMENT
Effective February 7th, 2012

1. First month payment is required for sign up and will not be refunded under any circumstances. A non-refundable \$45 one-time registration fee is also required at sign up for annual (12 months) memberships. Registration fee is waived if member signs up within the first 10 days of new student trial.
2. Membership commences on the date of sign up unless otherwise noted.
3. **All paid monthly memberships canceled before or within their respective initial three (3), six (6), or twelve (12) months of membership commencement date will be subject to a \$150 early cancellation fee.** These fees will be drawn from credit/debit card used at time of sign up. **This fee shall not be waived under any circumstances.**
4. **All paid monthly memberships are not refundable in part or full after auto-draft has gone-through under any circumstances. Memberships paid upfront are not refundable in part or in full under any circumstances.**
5. A credit/debit card must be used for the first month's payment and registration fee. After that member shall provide a voided check and/or bank account information to debit the auto-drafts from their checking account. Should a voided check not be given to The Yoga Fusion Studio, LLC (hereafter referred to as TYFS) in time for the first automatic payment, the credit card on file will be charged until such time that the voided check is brought in.
6. Should member set up the membership with a checking account number, **member must still provide his/her credit card information for back up purposes.** Memberships can not be set up without credit card information.
7. TYFS is in no way, under any circumstances, responsible or obligated to pay for member's insufficient fund penalties, returned checks, and/or over the limit fees.
8. TYFS retains the right to auto-draft member's dues on the credit card given at the time of sign up should the member's bank account have insufficient funds and/or charge member for insufficient funds penalties charged to TYFS due to member insufficient funds and/or returned checks at the time of bank auto-draft. **Returned checks will incur a \$25 fee.**
9. Members may put their membership on hold for 1month after their respective 3, 6, or 12 months of consecutive auto-drafting dues, the first time being after their initial respective 3, 6, or 12 months after membership commencement date. This option will only be rewarded when requested by e-mail to theyogafusionstudio@gmail.com. **If member wishes to put their membership on hold for more than one month, in order to reactivate membership member will be subject to a \$45.00 re-activation fee to cover administrative expenses.**
10. **All paid monthly memberships will renew automatically after their respective 3, 6, or 12 months membership period unless member requests membership cancellation. For cancellations, holds, and/or changes to memberships for any reason, member must notify TYFS via email at theyogafusionstudio@gmail.com at least 15 days prior to next auto draft , putting "membership cancellation, membership hold, or membership change" as subject heading of email.** In turn, TYFS will send a confirmation via email after the changes have been made to the account. **Member agrees that TYFS could take up to 5 business days to respond.**
11. Once member has submitted an e-mail request for any changes to membership, it is member's responsibility to ensure that TYFS has responded back on the same e-mail account to confirm processing the request. TYFS is in no way, under any circumstances, responsible for member's negligence in checking their own bank statements to ensure that membership changes, holds, and/or cancellations have been processed correctly. In the event of miscommunication member is responsible to produce a copy of their request and response from TYFS for review. Only then, if TYFS did not perform what it agreed to do, TYFS will reimburse any funds rightfully owed to member. In the event that member cannot produce a copy of e-mail correspondence with TYFS then TYFS is not obligated to, nor will refund under any circumstances, membership dues debited from member's account.
12. **Members wishing to change their memberships (or in any other way modify their contracts) must sign a new membership agreement. Membership upgrades (to a higher price membership) will not be subject to any fees. Membership downgrades (to a lower price membership) will be subject to all new expiration and cancellation dates, terms & fees applying, including registration fees when applicable and early cancellation fees).**
13. **Membership prices are subject to change.** In the event of an increase in membership prices, this would only be applied after the respective initial 3, 6, or 12 consecutive months have passed from member's first sign up. Members will be notified via email of any price increase to their memberships and given the opportunity to cancel if they wish without further charges and/or fees.
14. **Membership terms are subject to change.** In the event of membership terms changes, this would only be applied after the respective initial 3, 6, or 12 consecutive months have passed from member's first sign up. Members will be notified via email of any changes and given the opportunity to cancel if they wish without further charges and/or fees.
15. **Class schedule and teachers are subject to change without notice.** Please always check our website www.theyogafusionstudio.com for temporary or ongoing changes, last minute substitutions, additions, and/or cancellations.
16. **Memberships are not transferable to another person.**

I/WE have carefully read the Terms of Membership Agreement. I/WE understand them and accept them fully. I/WE agree and sign/click voluntarily with knowledge of its terms and conditions. I/WE have printed and/or received a copy of this contract and kept for my/our records.

I/WE AUTHORIZE THE YOGA FUSION STUDIO TO CHARGE MY/OUR ACCOUNTS IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF MEMBERSHIP AGREEMENT.