



TRAINING/COACHING PACKAGES AND PRICING

_____ Single Session \$90

INDIVIDUAL COACHING PACKAGES:

* 5% discount if paid in full

_____	2 days/week for 3 months	\$640/mo	(\$80/session)	Total: \$1920
_____	2 days/week for 6 months	\$600/mo	(\$75/session)	Total: \$3600
_____	2 days/week for 12 months	\$560/mo	(\$70/session)	Total: \$6720
_____	3 days/week for 3 months	\$924/mo	(\$77/session)	Total \$2772
_____	3 days/week for 6 months	\$864/mo	(\$72/session)	Total \$5184
_____	3 days/week for 12 months	\$756/mo	(\$63/session)	Total \$9072

BUDDY TRAINING: Monthly Packages – Maximum of 3 People

* 5% discount if paid in full w/check or cash.

_____	2 days/week for 2 people	\$504/mo/person	(\$63/session)	Total \$1008
_____	2 days/week for 3 people	\$480/mo/person	(\$60/session)	Total \$1440
_____	3 days/week for 2 people	\$720/mo/person	(\$60/session)	Total \$1440
_____	3 days/week for 3 people	\$684/mo/person	(\$57/session)	Total \$2052

Policy for vacations/Holidays/sick days etc.

3-month packages have 1 week after contract expiration date to make-up coaching sessions, or they are forfeited.

6-month package have 2 weeks after contract expiration date to make-up coaching sessions, or they are forfeited.

12-month packages have 3 weeks after contract expiration date to make-up coaching sessions, or they are forfeited.

Each package is based on a 4-week month. Furthermore, with a 3-month package you get 1 free week. A 6-month package gets 2 free weeks. A 12-month package gets 4 free weeks. Most individuals use these weeks for vacations, holidays and/or illness.



Personal Coaching or Buddy Training Terms & Payment

Coaching/Training Terms:		
Coach:		
Agreement Date Begins:	Agreement Date Ends:	
Client Name:		
Mailing Address:		
City:	State:	ZIP Code:
Email:	Date of Birth:	Mobile #:
Emergency Contact:		Phone:
BUDDY TRAINING TEAM (If Applicable)		
Buddy 1:	Phone:	
Buddy 2:	Phone:	
Buddy 3:	Phone:	

No agreements for any minors will be allowed, even if signed by an adult.

ONGOING MONTHLY PAYMENT OF \$ _____ PER MONTH TO BEGIN _____ AND END _____ MADE BY:

Debit/Credit Card # _____ Exp. Date: ____/____ Verification Code: _____

or **PAY IN FULL - 5% Discount:** Cash Check Check # _____ Date Paid: _____

NOTICE: State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health facility ceases to conduct business.

- 1) The items shall be drawn on dates of the Payment Plan. The transactions on your bank/cc statement will constitute receipts for payment on your account.
- (2) By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Act.
- (3) This agreement may be revoked at any time if any item is not paid upon presentation and if revoked, this does not release you from your obligation of payments.
- (4) A \$35 service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason.

I/we hereby authorize the designated **VAGARO billing system** (selected by Boco Fit) to draw items (checks, electronic fund transfers, charge card) for the purpose of paying the monthly training fee, as well as other purchases, on the account indicated above.

Client Signature: _____ Date: _____

Coach Signature: _____ Date: _____

Boco Fit Staff Signature: _____ Date: _____



PERSONAL TRAINING/COACHING AGREEMENT

This personal training/coaching agreement is entered into on _____ (effective date), by and between Boco Fit/BoCorp LLC, with an address of _____ * Suite _____ * Nashville * TN * _____ and _____ (client) with an email address of _____ (client email address).

TERMS AND CONDITIONS - The parties agree to the following:

1. Client is engaging Boco Fit/BoCorp LLC for personal training/coaching services to be provided by _____ (Personal Coach).
2. Personal training/coaching sessions will last 55 minutes.
3. Trainer/coach will create an exercise program geared to Client’s fitness level and an experience that will meet the Client’s objectives.
4. Trainer/coach will be assigned to Client by Boco Fit/BoCorp LLC and is subject to change at any time. Client may request a new trainer/coach and Boco Fit/BoCorp LLC will make every effort to accommodate if circumstances allow.
5. Client agrees to sign the attached Boco Fit/BoCorp LLC Release of Liability and Coaching Client Policy.
6. Client agrees to inform Boco Fit/BoCorp LLC and trainer/coach of any and all conditions, medical or otherwise, that may affect his/her ability to participate in training/coaching sessions.
7. With “Buddy Training” agreements, if buddy training dissolves, prices will default back to individual coaching.
8. We recognize the importance of CONFIDENTIALITY and Boco Fit/BoCorp LLC will honor all Clients, their schedules, and any and all information shared within the facilities. We do not sell or exploit information from our clientele.

TRAINING PACKAGE AND PAYMENTS – Client is purchasing agreed upon Personal Coaching Package through Boco Fit/BoCorp LLC:

# of Sessions/Week	# of Months	Monthly Cost	Total Cost
--------------------	-------------	--------------	------------

1. 5% discount for agreements paid in full by cash or check. Promotional packages/specials are excluded from the discount.
2. Clients will be billed monthly for coaching if they choose not to pay in full.
3. All coaching sessions must be used within _____ days of the Effective Date of this Agreement. If Client wishes to purchase additional coaching sessions, the parties will enter into an amendment to this Agreement.
4. **Cancellation of Training Sessions.** Client shall provide 24-hour notice of any necessary cancellation of a scheduled coaching session. Failure to provide 24-hour notice shall result in Client being charged the full rate for the cancelled/missed coaching sessions. Boco Fit/BoCorp LLC and trainer/coach will endeavor to also provide Client 24-hour notice of any schedule training/coaching session that may need to be cancelled; however, there may be instances where this is not practicable.

5. **Indemnity.** Client agrees to indemnify and hold harmless Boco Fit/BoCorp LLC and its trainer/coach for any injuries, illnesses, and the like experienced as a result of Client’s training/coaching session.
6. **Termination.** Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of termination by coaching party, Boco Fit/BoCorp LLC shall refund Client all monies paid for any unused training/coaching sessions.
7. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both Client and Boco Fit/BoCorp LLC.
8. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
9. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Contract.

By signing below, the Client acknowledges having read and understood this Agreement and that the Client is satisfied with the Terms and Conditions contained in this Agreement. You are entitled to a copy of this Agreement at the time you sign it.

The Parties agree to the Terms and Conditions set forth above as demonstrated by their signatures as follows:

Client Signature: _____ **Date:** _____

Print Name: _____

Boco Fit/BoCorp LLC Staff Signature: _____

Print Name: _____ **Date:** _____



RELEASE OF LIABILITY

READ CAREFULLY PRIOR TO SIGNING – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation of activity at Boco Fit/BoCorp LLC and/or use of the property, facilities, equipment, machines, weights, and all fitness classes, and any other services to (Insert name of Customer) _____, I do hereby waive, release and forever discharge Boco Fit/BoCorp LLC and/or Eakins Partners its officers, employees, representatives, executors, and all others from any and all responsibilities or liability from injuries or damages to myself.

1. I understand the risk of injury from facility activities, equipment and/or machines is significant, including the potential of permanent paralysis and death. I knowingly and freely assume all such risks, both known and unknown. I understand that this is an unsupervised fitness center and I assume all risks associated with using the facility and any equipment or machines and exercising alone without the aid and presence of club staff on the premises.

2. I hereby release, indemnify and hold harmless Boco Fit/BoCorp LLC, their respective owners, officers, affiliates, agents and employees and other participants, sponsoring agencies, sponsors, advertisers and any sponsored events, with respect to any and all injury, disability, death or loss or damage to person or property, whether arising from the negligence of the releases or otherwise, that may arise out of any connection with my using any of the equipment or the facility or any incident that occurs while using the facility or engaging in club activities on or off the premises or otherwise related to my membership.

3. I/we agree that all exercises, treatment and all use of the facility and equipment contained within shall be undertaken at my own risk, that I am in good physical condition and physically able to undertake all physical exercises and treatments provided by Boco Fit/BoCorp LLC, and if I/we have a history of heart, respiratory or otherwise potentially fatal disease (including all COVID 19 variants and related side-effects/illness), I will consult a physician before joining. I also agree that Boco Fit/BoCorp LLC and Eakin Partners and/or their respective agents, and employees, shall not be liable for any claims, demands, injuries, damages, actions, or cause of action, whatsoever, to me or my property arising out of, or connected with the use of any of the services and/or facilities of such corporation and any affiliated companies and their agents and employees from all such claims, demands, injuries, damages, actions or causes of action.

4. I agree to observe and obey all rules and warnings and further agree to follow any oral instructions or directions given by club employees, trainers, representatives, or agents working on behalf of Boco Fit/BoCorp LLC and/or Eakin Partners.

5. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) for the other registered participants under my membership agreement, and further release and discharge Boco Fit/BoCorp LLC, employees, trainers, representatives, or agents working on behalf of Boco Fit/BoCorp LLC for injury, loss or damage arising out of my or (if applicable) for the other registered participants under my membership agreement, whether caused by the fault of myself, other participants or third parties.

6. I agree to indemnify and defend/hold harmless Boco Fit/BoCorp LLC and/or Eakin Partners against all claims, causes of action, damages, judgments, costs, or expenses, including but not limited to, medical costs, attorney fees and other litigation costs, which may in any way arise from me or my family's use of or presence upon the facility.

7. I agree to pay for all damages to the facility caused by me or my family's negligent, reckless, or willful actions and release and hold harmless Boco Fit/BoCorp LLC and/or Eakin Partners.

8. Any legal or equitable claim that may arise from participation in the above shall be resolved under Tennessee state law.

I ACKNOWLEDGE I HAVE READ THIS DOCUMENT AND UNDERSTAND IT FULLY PRIOR TO SIGNING THIS RELEASE. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature of Applicant

Date

Name (Please print)



COACHING CLIENT POLICIES

- Boco Fit is open 5:00 am to 9:00 pm Monday thru Friday and Saturday's from 7:00 am to 2:00pm. If you would like to have access to the gym, beyond the time you spend with your coach, please join our membership family.
- The gym is STAFFED INTERMITTENTLY AND BY APPOINTMENT - (615) 927-3307 or email michelle@bocofit.com
- To ensure the safety of member, coaches, and our facility – Boco Fit has video monitoring/closed-circuit cameras located strategically throughout the facility. Footage from these cameras is recorded and may be reviewed at any time.
- For safety and liability reasons, persons under the age of 18 are NOT permitted at Boco Fit.
- **Please enter and exit the building through the lobby or the elevators/garage.**
- **PLEASE CONTACT SECURITY IF YOU HAVE AN EMERGENCY. SECURITY/EMERGENCY NUMBERS ARE POSTED AT EACH GYM. Actually... just please don't have an emergency.**
- If you are diabetic or have any health concerns, please tell Boco Fit staff and your coach. We have honey... and packages are reserved for people who get low blood sugars during exercise. We are here to protect you!
- Your monthly coaching fee will be drafted (unless paying by cash or check) from your bank/credit card by Vagaro, which is the billing system for Boco Fit/BoCorp LLC. Please let us know if there are any security issues, card changes, etc.
- Coaching packages are contracts, but we are flexible. If you need to change the terms, please let us know and we will do our best to work with you.
- If you are signing up under a corporate plan, and your employment with the company ends, PLEASE advise our office.
- Please help us maintain a safe and clean environment by picking up after yourself and treating equipment with care. This includes re-racking your weights, returning equipment to its proper place, and sanitizing equipment before and after use. There are bottles of sanitizers and paper towels placed in various locations throughout the gym.
- No foul language in our snobby boutique gym.
- Absolutely no equipment may leave the gym to any outdoor space... and this includes toiletries, towels, etc.
- All appointments for personal coaching are made by contacting Boco Fit @ 615-927-3307, Bocofit.com, or the personal trainer/coach directly.
You MUST give a 24-hour cancellation notice or you will be charged for services. Remember, most agreements have a few free days. If you become sick, call your trainer/coach or Boco Fit as soon as possible.
- All members must wear proper attire.
- Please be thoughtful of members... play nice together in the sandbox.
- Water and sports drinks ONLY are allowed on the beautiful rubber gym floor.
- Boco Fit provides training clients free private lockers.

Signature of Applicant _____

Date _____

Name (Please print) _____