

PERSONAL TRAINING CONTRACT

PARTIES

- This Personal Training Contract (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____ (hereinafter referred to as the “**Company**”), and _____, with an address of _____ (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

SERVICES

- The Services to be provided by the Company to the Client are enlisted below:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
 7. _____
 8. _____
 9. _____
 10. _____
- The personal training provided by the Company will last for a period of _____ minutes per session.
- The Parties agree that the trainer will be assigned to the Client by the Company and is subject to change at any time. In case the Client requests a new Trainer, the Company will make every effort to provide one and accommodate if the circumstances allow.
- The Client hereby will inform the Company and the trainer of any and all conditions, medical or other conditions, that may affect his/her ability to participate in training sessions provided by the trainer.

SESSIONS

- The training sessions provided by the trainer will include the following activities:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

PAYMENTS

- The Parties agree that _____ training sessions will be purchased by the Client for a fee of _____ per training session.
- The Client is entitled to pay on a per session basis OR on a monthly basis for all the training sessions in advance at a discounted rate of _____.

CANCELLATION

- Whereas, the Client agrees that it is his/her responsibility to notify the Company and the trainer at least 24 hours in advance in case of cancellation. The failure to do so will cause the Client to be charged the full rate for the cancelled/missed training session.
- The Company also agrees that it is its responsibility to notify the Client at least 24 hours in advance in case of cancellation.

INDEMNITY

- Hereby, the Client agrees to hold the Company and the trainer harmless in the case of any injuries or illnesses experienced as the result of Client's training sessions.

WARRANTIES

- The Parties agree that the training program organized by the Company and its trainers is made solely for the benefit of the Client's health and wellness.
- In addition to that, the Parties agree that the Company does not guarantee the results of the training sessions; however, it guarantees to put its maximum effort into the training sessions.

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on _____.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

TERMINATION

- This Agreement may be terminated in case the following occurs:
 1. Immediately in case one of the Parties breaches this Agreement.
 2. At any given time by providing a written notice to the other party _____ days prior to terminating the Agreement.

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to _____ (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of _____.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _____.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties’ intention.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing and must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CLIENT

COMPANY

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____