



STUDIO MEMBERSHIP AGREEMENT

Why You're Reading This Document: The following Studio Membership Agreement (the "**Agreement**") will clearly communicate our expectations of having you as part of our community. If you have any questions, please let us know, as we want to make sure we are all on the same page moving forward. You agree to be bound by the following conditions in exchange for membership access to World Peace Yoga's classes and studio. 1. **Parties.** This Agreement is made between World Peace IRL: A Benefit Corp. DBA World Peace Yoga, operating out of the State of Ohio ("**World Peace Yoga**", "**we**", "**our**", and "**us**"), and you, the undersigned (electronically, or in person) or person who has clicked "I Agree" to this Agreement ("**you**" and "**your**"). 2. **Services.** We promise to provide you with access to our studio and the full use of our facilities, as well as access to our regularly scheduled classes (either online or in-person) at World Peace Yoga (the "**Membership**") according to the terms outlined in Schedule "A" Memberships below.

SCHEDULE "A" MEMBERSHIPS			
Unlimited Membership Includes: • Unlimited access to in-studio classes • Access to on-demand video library • Free Mat Rentals • 10% off Retail & Private Services • Guest Passes for new to WPY students	Monthly Recurring Membership	\$139.00	
	3 Month Termed - Monthly Recurring Membership	\$119.00	
	12 Month Termed - Monthly Recurring Membership	\$99.00	
8x/ Month Membership Includes: • 8 classes to use per month for in-studio classes • Access to on-demand video library • Free Mat Rentals • 10% off Retail & Private Services • Guest Passes for new to WPY students	3 Month Termed - Monthly Recurring Membership	\$99.00	
	12 Month Termed - Monthly Recurring Membership	\$79.00	
4x/ Month Membership Includes: • 4 classes to use per month for in-studio classes • Access to on-demand video library • Free mat rentals • 10% off retail & Private Services • Guest Passes for new to WPY students	3 Month Termed - Monthly Recurring Membership	\$69.00	
	12 Month Termed - Monthly Recurring Membership	\$59.00	
Video on Demand	Monthly Recurring	\$29.00	

"I, (**Printed Name**) _____, am signing a binding contract for the (**Unlimited / 8x month / 4x month**) _____, membership for a (**Monthly / 3 Month / 12 Month**) _____ term that will be billed on a monthly recurring basis at the rate of (**Monthly Payment**) _____. My Initial term obligation is from (**Start Date**) _____ through (**End Date**) _____."

"I am aware that to terminate this agreement, I must notify the studio before the end of my term. Otherwise, my membership will continue to auto-renew as a monthly recurring membership at the rate of _____ after the completion of the initial term, in perpetuity unless cancelled. Any payments made will not be refunded."

"If I would like to cancel this agreement within my agreed-upon term, I understand that World Peace Yoga allows a one-time buyout cancellation fee for termed memberships, whereas a fee of \$150 or 50% of the remaining term value (whichever is less) of the contract must be paid to cancel the membership agreement."

"I understand the **Late cancellation / No Show** policy where any class cancelled notice within 6-hours of the class start time will be considered a late cancellation, resulting in":

- **Being charged a Late Cancel Fee:** \$5 and/or **No-Show Fee:** \$10
- **The loss of the session you used to book**

"I understand that any **Negative account balances** will be collected on a monthly basis. Failure to pay any outstanding balance will result in my account being **frozen until payment is received.**"

"I understand the **Membership Suspension** policy, which allows me to suspend my membership in 30-day increments and for up to 3 months per calendar year with seven days' notice, and that I am still liable to complete my membership term expectations."

Staff Initials: _____ **Member Initials:** _____

3. Cancellation Policies **3.1 Terms:** This Agreement will be binding upon your Membership payment and will last for the time specified in Schedule "A" Memberships above or as specified online or as agreed upon between us (the "Term"). You can decide to renew the Term of this Agreement as many times as you would like. **3.2 Notice:** To terminate or change this Agreement, please contact World Peace Yoga by emailing us at yoga@worldpeaceyoga.com or contacting the studio in person, by phone, or by requesting to cancel from your account online. Unless otherwise noted below, any Payments made will not be refunded. Cancellation fees will be charged as noted below. **3.3 Moving policy:** If during the original term of this contract you relocate more than a 15 mile radius from World Peace Yoga, you may cancel this agreement by providing written notice and proof of relocation in the form of a newly issued driver's license or utility bill or newly signed lease agreement with a new address presented on it. Any pre-paid dues will be refunded and no cancellation fee will be charged. **3.4 Disability/Death:** If you die or become permanently disabled, you or your estate may cancel this contract by contacting us. Any pre-paid dues will be refunded and no cancellation fee will be charged. **3.5 Buyout:** World Peace Yoga allows a one-time buyout cancellation option for termed memberships, whereas a fee of \$150 or 50% of the remaining value (whichever is less) of the contract must be paid to cancel the membership agreement. **3.6 Upgrade/Downgrade:** World Peace Yoga allows you to upgrade or downgrade your membership within your term to suit your utilization needs best. You are still obligated to carry out the term length (i.e. 3 or 12 months) if you upgrade or downgrade. **3.7 Cool-Off Period:** Notify World Peace Yoga within three business days of signing the Agreement. We will refund your money within 15 business days of receiving the notification. **4. Termination.** Please note that if you violate any of the terms of this Agreement, World Peace Yoga may terminate this Agreement effective immediately, and you will not be entitled to any refunds or any continued working relationship with World Peace Yoga. World Peace Yoga reserves the right to cancel or suspend your membership privileges at any time for any reason. If such cancellation or suspension is due to a violation of Studio policies, violations of terms, or due to damages rendered by yourself or your guest, you are subject to full responsibility of the terms of this agreement along with a \$50 fee and any charges for repairs to damages made. If World Peace Yoga goes out of business, all membership contracts will be canceled. Any cancellation under this subset will receive a pro-rata refund of payments. **5. Our Commitment to You.** Through your Membership, World Peace Yoga is committed to providing you with the opportunity and support to create positive change in yourself and others through the regular practice of yoga and self-care. **6. Scheduling.** Please consult World Peace Yoga or refer to our available schedule of classes for the exact scheduling and time of our classes. **7. Payment.** You agree to pay the price, including the possibility of recurring autopay or incremental payments ("Incremental Payment"), of the Membership as outlined above in Schedule "A" (the "Payment"). All Payments, prices and costs are in \$ USD. **7.1** The Payment price outlined in Schedule "A" is subject to taxes and additional fees. Any subsequent changes to the Payment price will not affect the validity of this Agreement. **7.2** Payment is due upon completed purchase of the Membership and must be made in full prior to the start of your Membership. **8. Incremental Payments.** If your method of Payment includes Incremental Payments, you authorize World Peace Yoga to maintain your account information and charge that account automatically upon the renewal of the Membership with no further action required by you. **8.1** World Peace Yoga will charge your method of payment as outlined in Schedule "A" for the Incremental Payment. **9. Membership Freeze/Suspension.** To suspend your membership and autopay please email yoga@worldpeaceyoga.com and provide at least 7 days notice prior to the autopay date when you wish to freeze the membership. If you have a term membership (i.e. 3- months, etc.) or monthly recurring membership you may freeze time on the membership for up to 3 months of the calendar year in 30-day increments. Freezing your membership does not cancel your membership payments. You are still liable for your original payment and term length obligations. Once you resume any usage of World Peace Yoga, the freeze will terminate. **Military Member:** If at any time during the term of your agreement, you are deployed or assigned to active duty, World Peace Yoga will allow you to freeze your membership for the time in which you are absent upon written request from you. **10. Late Cancellation/No Show.** If you cannot make a class, please cancel your reservation at least 6 hours before the class begins. To cancel, you can manage your reservation on your booking account or email yoga@worldpeaceyoga.com or call/text 413-676-2007 with at least 6 hours notice. Any notice below 6 hours will be considered a late cancellation and you will be charged a late cancellation or no show fee. We reserve the right to change this policy in the future. In the event of a changed policy, you will be notified. **11. Refunds.** Our refund policy is as follows: All sales are final. Memberships are non-refundable and non-transferable. **12. Legal Fees.** You will be responsible for any and all legal fees incurred by World Peace Yoga regarding any potential chargeback issues (for example, if you want to issue a chargeback or contest a payment). **13. Payment Failure.** In the event that your Payment fails, your Membership access will be temporarily suspended until we receive your Payment. In the event of three failed payments, you understand that Radiance Yoga may contract a collection agency to collect the money from you. **13.1 Negative Account Balances** will be collected automatically on a monthly basis. Failure to pay any outstanding balance will result in your account being frozen until payment is received. **14. No Guarantees.** World Peace Yoga cannot guarantee any particular success from participating in our classes or from our Membership. We promise to provide you with the opportunity, classes and support to achieve your goals, but any success and results ultimately depends on your commitment. **15. Code of Conduct.** You agree to be mindful and respectful during the classes and duration of your Membership. This includes respecting other members of World Peace Yoga in their fitness journey and taking care when using the facilities and studio space. You also agree to comply with our studio protocol, policies and guidelines, as updated from time to time on our website or posted on-site. **16. Studio Closure.** If our studio and facilities are forced to close due to COVID-19, a natural disaster, or other unavoidable circumstance, the Membership continues with online content. **17. Force Majeure.** World Peace Yoga will not be liable for any failure or delay regarding the Membership if such failure or delay is: beyond the reasonable control of Radiance Yoga, could not have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery. **18. Substitute Services.** Radiance Yoga has the right to substitute services. This means that if we ever need to switch to online classes or asynchronous virtual offerings due to circumstances beyond our control, we have the right to such a substitution for in person classes. **19. Waiver.** Before your Membership can begin, you must sign our Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it. **20. COVID-19 / Infectious Disease.** Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in any of the Membership activities you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a communicable disease or are unsure of your health and ability to partake in the Membership activities, please consult with your doctor and we urge you not to visit our studios or facilities. You further agree to follow the relevant guidelines and comply with studio policies on hygiene practices. We are all in this together and need to remember to act responsibly and with kindness towards each other in order to ensure everyone's safety. **30. Media Release.** We think you're incredible and would love to show you off! By being a member at our studio and through your Membership, you agree to grant us the irrevocable right to use your image, likeness, photographs, video content, audio recordings of you captured in our studio or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the use mentioned in this section. Please let us know if you ever want us to stop using an image of you. **40. Indemnity.** You hereby fully indemnify World Peace IRL: A Benefit Corp, DBA World Peace Yoga and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the "Released Parties") from any liability and damages arising from death or personal injuries. This includes the contraction of COVID-19 or other communicable diseases or related to premises liability, however caused including as a result of World Peace Yoga's negligence, provided that where World Peace Yoga has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately. **41. Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Ohio. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Ohio. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by World Peace Yoga of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This Agreement may be signed by any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if we signed the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

Let's begin!

AGREED and ACCEPTED

Signature

World Peace Yoga
Per: Anna Ferguson, Founder
Date: _____

Member Signature

Printed Name

Date: _____