



TurboSpin Cycling Studio, LLC  
TERMS AND CONDITIONS

**These Membership Terms and Conditions apply to anyone who purchases any type of membership or classes from TurboSpin. Please read these terms and conditions carefully. These terms and conditions are subject to change at any time, without prior written notice. Any changes will be incorporated into the terms and conditions posted to this website from time to time.**

### **Section 1. Membership Fees and Payments**

- a. **Generally.** All packages expire 3 to 9 months from the date of purchase, depending on quantity, terms listed upon purchase. Packages and classes are non transferable between clients. Customer shall not be relieved of the obligation to make payments agreed to, and no deduction from any payment shall be made because of a customer's failure to use their package at TurboSpin Cycling Studio.
- b. **Payment Withdrawal and Security.** All payments are payable by electronic funds transfer from the customers credit card or debit card on file. Customer must authorize payments to be made through a third party administered electronic funds transfer system. Customer maintains full control and privacy over the account at all times. The transfer of funds affects only those that have the customer's prior authorization or when a member authorizes any additional transaction such as a single class, class packages or retail transactions at the studio. This also includes charges associated with late cancellation and no show fees. In the case of monthly memberships, transfer fees will take place automatically each month for the term of the membership.
- c. **Freezing Membership.** If a customer is a monthly member and is medically unable to use their membership, the customer may request a freeze of membership for up to six months. For non-medical freeze privileges, the studio reserves the right to adjust the freeze policy. Freezing the membership for any period of time does not relieve the customer from any monthly membership commitment. Freeze fees may also apply on a monthly basis depending on the length the customer needs to freeze his or her account.
- d. **Returned Payment Penalty.** Customer will automatically be charged any bank fee imposed to the studio, plus a processing fee of up to \$30 for any returned payment item due to closed account, insufficient funds, or similar issue. On such occasion, TurboSpin Cycling retains the right to collect the current and past due balances in any subsequent month.

- e. **Disputed Charge Penalty.** In the event that a customer initiates a credit card dispute that is subsequently resolved in the favor of TurboSpin, TurboSpin has the right to charge the customer up to \$50 per occurrence.

## **Section 2. Reservation Policy**

- a. In order to place a reservation, customers must first purchase a series". TurboSpin accepts Visa, MasterCard, American Express, and cash at the studio. Your credit card will be charged in the amount of your order when you submit your reservation.

## **Section 3. Cancellation Policy & No Show Policy**

- a. To prevent for being charged for a missed class, a four hour cancellation is required. This can be done our app or website. Generally, emails and phone calls will not be accepted for cancellations. Our booking system is automated. Rides not cancelled four hours or more prior to class will be charged to the customer. This penalty charge is \$15 for monthly memberships. Customers with standard class packages who cancel after the cancellation window, will receive a penalty charge of \$15/or loss of a single ride at the discretion of TurboSpin. If you fail to show for a registered class, customers with standard class packages will receive a penalty charge of \$20 while customers with standard class packages, will receive a penalty charge of \$20/or loss of a single ride at the discretion of TurboSpin.

## **Section 4. Class Start Times and Studio Etiquette**

- a. Classes begin promptly at their start time. Members please arrive 10 minutes prior to set up and be prepared. New Riders please arrive 15 minutes prior to set up and be prepared. If you arrive 10 minutes or less prior to class start, you may be considered and no show and a penalty fee may incur.
- b. Door may be locked and late entry is not generally permitted.
- c. Cell phone usage is prohibited in cycle room. Please be respectful of yourself, fellow riders and staff, leaving your phone usage to limited use in the lobby. Please put phones and watches on theater/silent mode. Please step out of the cycle room for any phone usage.

## **Section 5. Waitlist Policy**

- a. Open bikes will be given to standbys 5 minutes prior to class start. Please understand that if you are not checked in 5 minutes prior to class start, you may lose your spot. If the class you wish to attend is fully booked, please put yourself on the waitlist. If there are cancellations prior to the late cancellation window of four hours, you could potentially be automatically added to the class by our automated system. If there are cancellations after the late cancellation window, the studio will notify you of an open bike to see if you would like the spot. By enrolling on the waitlist, you are held to all

studio policies. If you do not get off the waitlist, your class credit will be returned to your account to be used another time. There are no refunds issued.

### **Section 6. Return Policy**

- a. All memberships and series sales are final. If you choose not to continue your series or membership, you are not eligible for a refund or credit. All merchandise sales are final, as is, machine wash cold and hang dry. Exchanges and credits require management approval.

### **Section 7. Medical Risks**

- a. **Generally.** Because physical exercise can be strenuous and subject you to risk of serious injury, TurboSpin urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity.
- b. **Assumption of Risk.** Customers assume the risk of any and all accidental injuries of any kind that may be sustained by use of the studio's facility. Customer has been informed and acknowledges that the studio makes no claim as to medical or fitness results that can or may be obtained through the use of the studio's facility, equipment and services and is protected against accidents by other customers.

### **Section 8. Loss of Property**

- a. Customers are urged not to bring valuables on to the studio's premises and to keep valuables with them at all times. The studio shall not be liable for the disappearance, loss or theft of, or damages to personal property.
- b. Lost and found generally will be donated on the first of every month.

### **Section 9. Non Members**

- a. **Guests** – All guest must fill out an online profile and are in agreement of all terms and conditions.
- b. **Children-** All minors must have a consent form filled out by their legal guardian and are in agreement of all terms and conditions.

### **Section 10. Term**

- a. TurboSpin may terminate your membership at any time, without warning if you breach the Terms and Conditions signed here or agreed upon via our website or app. If TurboSpin terminates your membership because you have breached any Terms and Conditions, you may not be entitled a refund of any unused portion of your membership/class packages or any other fees.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion will remain in full effect. I agree that this agreement can not be modified orally. I have read and understand this document and I agree to be bound by its terms.

This agreement shall be governed in all aspects by the substantive law of the State of Tennessee, without regard to conflict of law principles. Member hereby unconditionally consents to submit to the jurisdiction of the federal and state courts sitting in the State of Tennessee for all actions, suits or proceedings arising out of or relating to the agreement.

Print \_\_\_\_\_  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Minor Name \_\_\_\_\_