EVOLVE Flagstaff Gym Policies and Client Agreement

EVOLVE Flagstaff LLC 824 W Route 66, Ste A1, Flagstaff, AZ 86001

Your Purchase and Payment Obligation

The service or package you are buying, its price, your monthly billing date (if applicable), and your initial total payment obligation, including any minimum commitment, are shown at checkout and in your purchase confirmation. Those details are part of this agreement.

This agreement covers our gym memberships, packages, billing, and facility rules. Only the sections relevant to your purchase apply.

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1. Memberships and Packages

Monthly Memberships

EVOLVE Strong, Foundations, Open Gym, and Community Support memberships bill monthly on your billing date until paused or canceled. Your billing date is usually your signup date; you may request a different date by contacting us at evolvestrong@evolveflg.com.

We have no initiation or cancellation fees. Monthly memberships have no minimum term.

Rollover classes (EVOLVE Strong 4- and 8-class memberships):

- You may carry up to four unused classes total into the next month ("rollover classes").
- Your rollover class balance cannot exceed four.
- Rollovers remain available if you downgrade or switch to Open Gym.
- During a pause, they are preserved and become available when you return.
- If you cancel, they expire 30 days after your final billing date.

Foundations memberships include:

- Unlimited Foundations sessions.
- Eight EVOLVE Strong classes per month.
- These Strong classes do not roll over to the next month.

All monthly memberships include unlimited open gym access.

Personal Training Memberships

- **New client commitment:** new personal training clients commit to at least one renewal (see Section 5).

- Your card will be charged for a new package immediately after you use your last session or your package expires, whichever happens first, unless you cancel with the required notice.
- Sessions expire two months after purchase and are nonrefundable, except as provided in Section 9.
- Membership also includes: unlimited open gym, four Foundations sessions, and four EVOLVE Strong classes per month. These sessions and classes reset on your monthly billing date and do not roll over.
- Sessions are with your assigned coach and generally can't be transferred to another coach. If your coach isn't a good fit, or you need help using your sessions before they expire, contact us and we'll work with you.

Class Packages

Packages do not renew, expire six months after purchase, and cannot be transferred. They are nonrefundable except as provided in Section 9. They do not include open gym.

Open Gym

Open gym is open daily from 5am-10pm. It is included with monthly and personal training memberships, but not class packages or drop-ins. Booking and check-in rules are in Section 6.

Age Requirements

EVOLVE Strong classes are for adults 18 and older.

We may accept clients aged 16-17 case by case for personal training, Foundations, and open gym. Requirements include a parent or guardian signature on this agreement and the Liability Waiver, at least four personal training sessions to start, written approval from their personal trainer before attending Foundations or using open gym, and a parent or guardian present at open gym (see Liability Waiver, Section 13).

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2. Billing and Payment

I will keep a valid credit or debit card on file. I authorize EVOLVE Flagstaff LLC to charge that card for:

- Monthly membership dues and personal training package renewals described in Section 1.
- Late cancellation and no-show charges described in Section 6.
- Retail purchases I record under Section 3.
- Other purchases I make or approve.

This authorization continues until my membership ends and my balance is paid.

Failed Payments

We will notify you if a payment fails and may retry your card. Classes, sessions, and open gym access are paused until payment is received. We do not charge late payment fees.

Price Changes

We will email at least 14 days before changing your recurring membership price.

Billing Questions

Email evolvestrong@evolveflg.com. We will correct billing errors as soon as possible.

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3. Retail Purchases

Snacks, drinks, and merchandise are on the honor system. Please write your name and each item you take on the retail clipboard. We charge the card on file for these purchases a few times a month, without separate advance notice. If you have a question about a charge, contact us and we'll review it.

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4. Pausing a Membership

To pause a monthly membership, submit a request at evolveflg.com/cancel-pause-membership at least 7 business days before your next billing date. Business days are Monday-Friday, excluding holidays. If you request a pause later than that, you will be billed on your next billing date and your pause will start after it.

- Pauses last at least four weeks and no more than three months.
- While paused, you will not be billed or have access to classes, sessions, or open gym. App and virtual workout access continues.
- Prepaid days remaining when your pause begins carry over when you return, moving your next billing date forward. Strong rollover classes are also preserved.
- Membership resumes automatically on your selected return date. Any remaining prepaid days apply first; billing resumes afterward. Contact us at least seven business days before your scheduled return if you need to change it.

Personal training memberships cannot be paused. You are billed for a new package only after you use your last session or your package expires (two months after purchase), whichever comes first. If you will be away or unable to train for an extended period, contact us at least 7 calendar days before then and ask us not to renew your package. You're welcome to come back whenever you're ready, though we can't guarantee your coach's availability or schedule when you return.

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5. Canceling a Membership

Monthly Memberships

- Submit the cancellation form at evolveflg.com/cancel-pause-membership at least 7 calendar days before your next billing date to avoid another charge.
- Access continues until the end of your paid period.
- We do not refund full or partial months, or personal training sessions, except for billing errors or as provided in Sections 8 and 9.
- If you submit your request less than 7 calendar days before your next billing date, or after you have been charged, your membership continues until the end of the period you are charged for.

Personal Training Memberships

- Submit the same cancellation form (evolveflg.com/cancel-pause-membership) at least 7 calendar days before your package expires or your final session, whichever comes first.
- Without timely notice, the package renews automatically. Remaining sessions stay valid until their expiration date.
- New clients must renew at least once before ending their membership.

Verbal notice to a staff member is not sufficient to cancel a membership. Section 9 provides additional cancellation rights and notice methods that take priority over these rules.

If cost is a concern, contact us about Community Support memberships.

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6. Booking, Check-In, and Waitlists

Class booking opens 14 days in advance.

Foundations

- **Booking:** Advance booking required. All bookings, including waitlist bookings, close one hour before class.
- **Cancellation and no-show policy:** $15 for a late cancellation or no-show. Cancel by 8pm the night before morning classes (7:15am or 8:30am), or at least four hours before other classes.

Personal Training

- **Booking:** Book at least 24 hours ahead.
- **Cancellation and no-show policy:** Cancel at least 24 hours ahead. A late cancellation or no-show for an initial session is charged at the initial session rate; other sessions are forfeited.

EVOLVE Strong and Open Gym

- **Booking:** Advance booking is optional but recommended, and you can book up until class starts. You may be turned away if full. Reserve both slots if training across two open gym slots.

- **Cancellation and no-show policy:** No late cancellation or no-show fee, and no class credit is forfeited. Please cancel reservations you cannot use. If classes or open gym slots regularly fill up and have waitlists, we may change these policies with at least 30 days advance notice.

Check-In

Check in at the iPad near the gym entry for every class and open gym visit, whether or not you booked ahead.

Waitlists

When a class is full, join its waitlist in the app. If a spot opens, you'll get a notification, and you need to accept the spot for it to be booked.

- **More than 90 minutes before class:** Offers go out one person at a time, in waitlist order. Your notification tells you how long you have to accept, up to 90 minutes. If you don't accept in time, the offer moves to the next person.
- **Within 90 minutes of class:** Everyone still on the waitlist is notified, and the first person to accept gets the spot. This helps fill openings as class approaches.
- **Morning classes:** Starting at 8pm the night before, offers go to everyone on the waitlist at once, and the first person to accept gets the spot. We chose this structure so that everyone can confirm their morning plans before bed.

For Foundations, all waitlist offers and acceptances end one hour before class, which gives the coach time to prepare. Once you accept a Foundations spot, the cancellation policy applies, so please accept only if you can come. EVOLVE Strong waitlists stay open until class starts.

Illness or Emergencies

Email evolvestrong@evolveflg.com if illness or an emergency causes you to miss a class or session. We will review the charge or forfeited session for a possible refund or reversal.

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7. Communication

We use email and in-app messages. Please keep your email address current. We also recommend enabling app notifications for waitlists, schedule changes, closures, and membership updates. We do not use push notifications for marketing, only for important and timely gym updates.

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8. Facility and Conduct

- **Access:** Use only your own key fob. Do not share it, admit others, or prop doors open. Guests are not allowed except approved parents or guardians accompanying minors under the Liability Waiver.

- **Equipment:** Use equipment as intended, use collars and safety arms, and drop only equipment designed for it. Report damage promptly.
- **Upkeep:** Re-rack weights, return equipment, and wipe down what you use.
- **Coached sessions:** Give classes and coached groups priority for space and equipment. Open gym capacity is reduced during classes.
- **Respect:** Harassment, discrimination, and aggressive or unsafe behavior are not tolerated. Do not photograph or film others without their permission.
- **Restricted areas:** Enter treatment rooms only for your appointment or with staff permission. Do not enter staff or storage areas without permission.
- **Retail:** Record every item you take.

Security cameras are in entryways, hallways, and gym spaces, but not bathrooms.

Closures

We may close for events, cleaning, maintenance, holidays, or weather. Closures do not change membership pricing, subject to applicable law.

Schedule Changes and Cancellations by EVOLVE

If we close, or cancel or change a class or session, because of snow, illness, or another last-minute issue, we will notify you by email and in-app message as soon as we can. You will not be charged a late cancellation or no-show fee, and no class credit or session is forfeited. We will work with you to reschedule personal training sessions.

Suspension or Termination

We may suspend or end a membership for safety concerns, conduct violations, theft, or nonpayment. If we end it for a reason other than nonpayment, we will refund the unused prepaid portion.

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9. Arizona Cancellation Rights

Arizona law gives you the following cancellation rights for prepaid health spa services. They take priority over other cancellation, refund, minimum-purchase, and pause rights in this agreement.

Notice to Customer

You are entitled to a copy of this contract at the time you sign it.

You may cancel this contract at any time before midnight of the third operating day after receiving a copy of this contract. If you choose to cancel this contract, you must do one of the following:

1. Send a signed and dated written notice of cancellation by mail to the address listed below.
2. Personally deliver a signed and dated written notice of cancellation to the address listed below.
3. Send a notice of cancellation by email to the email address listed below.

Notice of cancellation should be sent to: EVOLVE Flagstaff LLC 824 W Route 66, Ste A1, Flagstaff, AZ 86001 or sent to: evolvestrong@evolveflg.com

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. If the third operating day falls on a Sunday or holiday, notice is timely given if it is mailed, delivered or emailed as specified in this notice on the next operating day. Refunds must be made within thirty operating days of receipt of the cancellation notice by the health spa.

"Operating day" means any calendar day on which patrons may inspect and use the facilities and services of the health spa during a period of at least eight hours.

EVOLVE will issue the full refund within 30 calendar days after receiving timely cancellation notice.

You may also cancel upon death or permanent disability, or a permanent move more than 25 miles from EVOLVE or an affiliated facility offering equivalent services at no extra cost. We will refund the unused portion after deducting services used.

Military members, including National Guard and reserve members, on federal active duty and deployed outside Arizona may cancel or suspend. The member or their legally designated representative must request this within 90 days of receiving deployment notice and provide official orders or written verification from their commanding officer. Suspension has no reinstatement fee and preserves the original payment obligations. If not reinstated, the contract may be canceled two years after suspension.

For these rights, notice may be mailed, delivered, or emailed to the contacts above, or submitted through our cancellation/pause website form.

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10. General Terms

We will email at least 30 days before changing these policies, except price changes, which follow Section 2. Continuing membership after the effective date means you accept the changes. Arizona law governs this agreement. If one provision is unenforceable, the others still apply. Electronic and handwritten signatures have the same effect.

Thank you for being an EVOLVE Flagstaff member!
