



## B&WM Wellness Service Agreement

This Service Agreement (the "Agreement") is entered into on 02/27/2024, by and between Beautifully and Wonderfully Made Wellness LLC., a South Carolina corporation (the "Company", or the "Trainer"), and \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter referred to as the "Client"). The Company and the Client shall collectively be referred to as the "Parties".

- 1. Scope of Services:** The Trainer agrees to provide personal training services to the Client, including but not limited to fitness assessments, customized workout plans, and nutritional guidance, as mutually agreed upon by both parties.
- 2. Duration of Services:** The personal training services will commence on 02/27/2024 and will continue for a period of 1 session, or until terminated by either party with prior notice.
- 3. Training Schedule:** The Trainer and Client will mutually agree upon a training schedule, including the frequency, duration, and location of sessions. Changes to the schedule must be communicated and agreed upon in advance.
- 4. Fees and Payment:** The Client agrees to pay the Trainer the agreed-upon fee for each session. Payments shall be made upon arrival for the session or 7 days in advance. Late payments may result in a late fee, as specified in Section 5.
- 5. Late Payment Fee:** A late payment fee of 50% of the session cost will be charged for payments received 30 days or more past the due date.
- 6. Cancellation Policy:** The Client agrees to provide at least 12 hours' notice for any session cancellation. Failure to provide sufficient notice will result in a charge of half the session's fee.
- 7. Termination:** Either party may terminate this Agreement with written notice. The Client will be responsible for any outstanding fees for services rendered up to the termination date.
- 8. Confidentiality:** The Trainer agrees to keep all client information confidential, and the Client agrees not to disclose proprietary training methods or materials.
- 9. Assumption of Risk:** The Client acknowledges that participation in fitness training involves inherent risks. The Client assumes all such risks and releases the Trainer from any liability for injuries or damages resulting from the training sessions.
- 10. Health and Medical Clearance:** The Client affirms that they are in good physical condition to engage in exercise. The Client agrees to seek medical advice before starting the training program and to inform the Trainer of any health conditions or changes in health status.

**11. Amendment and Modifications:** This agreement is subject to change, modification, or amendment at any time by mutual written agreement of both parties. Any such modifications shall be effective upon written notice from one party to the other. It is the responsibility of both parties to regularly review this Agreement to ensure awareness of any modifications.

No modification of this agreement shall be binding unless in writing and signed by both parties. Any oral modification of this agreement shall be considered void and of no force or effect. The continued use of services by the Client after the effective date of any modification shall constitute acceptance of such modification.

Notwithstanding the above, if any modification to this agreement is required to comply with applicable laws or regulations, such modification may be made by the Company and shall become effective immediately upon notice to the client.

**12. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of South Carolina.

**IN WITNESS WHEREOF,** the Trainer and Client have executed this Contract of Service Agreement as of the date first above written.

Signature:

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Date: \_\_\_\_\_