



## SERVICE AGREEMENT

### Welcome!

The following Service Agreement (the “**Agreement**”) will clearly communicate our expectations in working together. Please raise any questions you have before signing to make sure we are on the same page moving forward. Let’s do this!

In exchange for agreeing to work together with The Art of Tai Chi, you agree to be bound by the following conditions.


### Contractual Terms

1. **Parties.** This Agreement is made between THE ART OF TAI CHI LLC, a Limited Liability Company operating in the State of New Jersey (“**The Art of Tai Chi** “I”, “**Me**”, and “**My**”) and you, the undersigned (electronically or by hand) or person who has clicked “I Agree” to this Agreement (“**you**” and “**your**”).
2. **Our Commitment to You.** I promise to provide you with the following services: tai chi instruction (the “**Services**”), as outlined in Schedule “A” Services.
3. **What I Expect of You.** Just as you are investing in me, I am also investing time and energy in you. For you to gain the most from the Services, here is what I expect of you:
  - 3.1. Let’s honor our time. Time integrity and keeping your word is important. Please arrive on time and honor the length of the Services. If you are going to miss a class, please let me know as far in advance as possible in order to be eligible for a refund, as provided in section 6.
  - 3.2. You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.
  - 3.3. We expect you to be committed to the Services and your practice and that you will do things to help you improve your own mind and body.
  - 3.4. We expect you to be upfront and honest about how your body works, what pains you have and your medical history. I can’t help if I don’t know what you are experiencing!
4. **Term + Termination.** The term of this Agreement will begin on the date of execution by both parties.
  - 4.1. The Agreement may be terminated by either party at any time by providing written notice to the other party (email or text is fine). However, if you terminate the Agreement before the Services are completed, you will be obligated to make all payments as outlined in Schedule “A” Services.
  - 4.2. The Art of Tai Chi reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined in section 3 above and you will not be entitled to any refunds or any continued working relationship with The Art of Tai Chi.
5. **Payment.** Payment details and cost for the Services are outlined in Schedule “A” Services.
6. **Cancellations, Refunds and Rescheduling.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how we’ve drafted our cancellation and refund policy:



- 6.1. All sales are final and there are no refunds.
- 6.2. Rescheduling or cancellation requests are only accommodated if you provide at least 24 hours advance notice before the start of the class.
  - 6.2.1. If you cancel a class with less than 24 hours advance notice, you will be automatically charged an additional \$5 fee and the class will be forfeited.
  - 6.2.2. If you fail to show up to a class, you will be automatically charged an additional \$10 fee and the class will be forfeited.
  - 6.2.3. Classes may be rescheduled according to availability and within the timeframe set out for the Services specified in Schedule "A" Services.
- 6.3. Classes and passes cannot be shared, frozen or extended. If you have any questions about this, feel free to email me.
7. **No Guarantees.** The Art of Tai Chi cannot guarantee the success of the Services. I promise to provide you with the opportunity and Services to support you and see you grow, but the success of the Services ultimately depends on you. As such, no guarantees can be made for any particular outcome from our Services.
8. **Ownership of Materials.** All the content that I have provided to you, including but not limited to videos, documents and PDFs, are for your use only and are not to be re-distributed or re-used.
9. **Media Release.** You understand that I may use photos, audio or video of you as a means to document, share and promote our services. Please let me know if you do not want me to share any media of you.
10. **General Indemnity.** You hereby fully indemnify The Art of Tai Chi and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the "**Indemnified Parties**") and save harmless the Indemnified Parties from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, either during or after the Term, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in providing the Services, provided that where The Art of Tai Chi has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.
11. **Standard Legal Things. Jurisdiction.** This Agreement will be governed exclusively by the laws of the State of New Jersey. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. Provisions 8, 9 and 10 will survive the termination of this Agreement. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by me 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 in 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 this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.

Made it. Excited to develop within you the Art of Tai Chi!



THE ART OF TAI CHI  
SCHEDULE "A" SERVICES

Tai Chi Group Classes

<b>Cost</b>	USD \$20 for single scheduled class
<b>Duration</b>	All scheduled classes are 60 minutes in duration.
<b>Payment</b>	Payments are via Credit Card.

Tai Chi Private (One-On-One) Classes

<b>Cost</b>	USD \$60 for single class by appointment
<b>Duration</b>	All appointments are 60 minutes in duration.
<b>Payment</b>	Payments are via Credit Card.

Tai Chi Class Package

<b>Cost</b>	USD \$90 for 5-pack / USD \$170 for 10-pack
<b>Duration</b>	All scheduled classes are 60 minutes in duration. 5-pack classes must be completed within a period of 1 month. 10-pack classes must be completed within a period of 2 months.
<b>Payment</b>	Payments are via Credit Card.

6-Month Unlimited Class Pass

<b>Cost</b>	USD \$960 for 6 month unlimited classes (\$160 charge per month) by contract
<b>Duration</b>	You can join an unlimited number of classes over the course of 6 months. All scheduled classes are 60 minutes in duration.
<b>Payment</b>	Payments are via Credit Card.