

Destiny Management



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AGREEMENT FOR SERVICES FROM DESTINY MANAGEMENT

Enhancing lifestyles through proven wellness and fitness systems™

This agreement is made on this _____ day of _____, 20____, between Destiny Management, a Washington Limited Liability Company, of 26311 NE Valley St, #A-PMB 156, Duvall, WA 98019 and (name) _____, of _____ (address, city, state, zip) _____ (client).

- Services:** Destiny Management under this agreement will provide for the client a personalized fitness program. Additionally, Destiny Management will consult with the client and provide, if the clients desires, a cardiovascular, resistance, and/or nutrition programs, body composition testing, and various fitness products. If client seeks this training as part of his or her medical treatment, Client must inform Trainer. Trainer in that circumstance will consult with Client's medical advisor for the proper course of training.
- Fees:** As consideration for this program client will pay to Destiny Management a monthly fee based on the attached fee schedule and agree to release Destiny Management from liability in the event of accident of injury as set forth in the attached Release.
- Payment Schedule:** Payments shall be due upon receipt of an invoice and will be regarded late if not received within 15 days of the date on the invoice. A twenty dollar late fee will be charged for each late payment. All accounts not paid in full by the end of the month will be subject to a one and one quarter percent per month (15% annual) finance charge. Destiny Management does not finance these services and expects each account to be paid in a timely fashion. Acceptance by Destiny Management of any late or partial payments, or any delay in the enforcement of rights under this agreement does not waive Destiny Management's rights to enforce the agreement at a later date. Check Policy: Your signature on your check authorizes us to electronically debit your account for the face amount of the check and a \$30 service fee (or the highest allowed by state law) in the event your check should be returned for any reason. There is also a \$30 charge on each NSF item by Destiny Management.
- Client's Missed Sessions:** If Destiny Management is notified at least 24 hours in advance of client missing a session, there will be no charge for the session. If 24 hours notice is not given to Destiny Management, there will be the regular charge for the session. Sessions may be rescheduled within the current billing cycle at the normal charge.
- Trainer's Missed Sessions:** If a trainer should be obliged to cancel a session for personal reasons, there will be no charge for the session. Clients will have an opportunity to reschedule these sessions during the current billing cycle at the normal charge.
- Membership fees:** Unless other arrangements are made with Trainer, Client will be responsible for all club and gym membership fees. Trainer is not an agent or employee of any club or gym and has no relationship with such clubs or gyms beyond Client's use of the facilities and their own membership.
- Termination:** Either party may terminate this agreement on one week's notice to each other.
- Invalidity of Agreement:** Should any portion of this agreement be found to be invalid, the rights and obligations of the parties shall continue as though the invalid section was not originally included.
- Full agreement:** This agreement represents the whole agreement of the parties and no other representations, promises, or understanding not expressed in this writing exists between the parties.
- Attorney's Fees:** In the event this contract is referred to an attorney or a collection agency for collection, client is responsible for the reasonable costs of collection including attorney's fees and court costs. In the event of a legal challenge to the Release which is a part of this agreement, and the release is found to be valid, Destiny Management shall be entitled to recover its reasonable costs of defending that legal challenge.

Dated this _____ day of _____, 20____

Contractor (print name below signature)
Destiny Management

Client (print name below signature)