

# Mikey Budd Movement Therapy Private Client Health Terms of Service and Policies

#### **CONFIDENTIALITY AGREEMENT**

Confidentiality is central to the trust in the trainer-client relationship. Sessions are curated based on client's personal and medical information which will always be kept private by trainer. Client has permission to disclose to others anything they'd like to that occurred during session except for pricing/rates. Trainer agrees not to share any private information about client to others unless written or verbal permission is given.

#### WORKING FOR RESULTS

The Department of Health and Human Services recommends the average adult exercise a minimum of 150 minutes per week. Clients training 1-2 sessions per week understand they have not met this recommended minimum and should consider another physical activity in addition to private training with Mikey. Client also understands that while trainer is not a certified dietician, he/she may give nutrition suggestions to help client achieve desired health results. Not following exercise or diet recommendations may prolong desired results.

## TARDINESS/PUNCTUALITY

Please call or text Mikey if you are running late to a scheduled session. Every client is given a grace period of 15 minutes for tardiness before the session is cancelled. Client agrees to pay full session rate, even if it has been cancelled by trainer or their hour is shortened.

## **CANCELLATIONS**

Client must give **24 HOURS' NOTICE** for any request to cancel (call, text, email). In case of an emergency please **CALL MIKEY** and if there is no answer, <u>leave a voicemail</u>. Failure to do so will result in a **cancellation fee**.

## **SCHEDULED TIMES/RESCHEDULING**

Clients must give **24 HOURS' NOTICE** for reschedule requests and understand that other times may be limited or unavailable. Clients committed to a routine time shall give at least 2 weeks' notice for new requests and understand new desired times may not be available. Trainer will also give a minimum of 2 weeks' notice for any schedule changes.

### TIME CONSIDERATION

We start on time and end on time. Conversation during training should not distract or prolong session time. Clients will be given a brief opportunity afterwards to ask questions and address concerns regarding session however, personal discussions should be kept to a minimum. **Any session beyond 15 minutes will result in a \$50 surcharge.** Please be considerate of other clients' and trainer's schedule.

#### PRICING AGREEMENT AND PAYMENT

One-hour private sessions start at \$120 but may increase depending on services provided to client, group size, and/or travel time and distance. Therefore, I kindly ask you not to discuss your rates with other clients. Clients agrees to pay personal trainer (Mikey) at least



# Mikey Budd Movement Therapy Private Client Health Terms of Service and Policies

24 hours prior to each session in order to guarantee their reserved time. Payments can be made either by cash, check, debit/credit card or digitally (e.g. Venmo, PayPal, Cash App, etc.). Debit and credit card payments will incur a 4% surcharge in addition to the total transaction fee. Returned checks will result in a \$50 penalty fee and client will be asked to discontinue this form of payment if he/she writes a dishonorable check.

### **INJURIES & HEALTH SAFETY**

Clients agree to inform trainer of any injuries, illnesses, or notes of concern from their physicians. Client understands that exercising beyond physical limitations may result in worsened conditions and may even be fatal.

#### **COVID-19 PRECAUTION**

The protection of my clients and myself are top priority. By agreeing to work with me or any other trainer affiliated with company, you affirm that you are fully vaccinated and/or taking precautions to slow down the spread of the virus (i.e. – washing hands, sanitizing and, following mask mandates). You also agree not to participate in a session if you are feeling sick or ill.

#### OFFSITE COMMUNICATION

Trainer may check in with clients periodically to ensure they are doing well, keeping up with their routines or anything else related to personal training partnership. Trainer will not reach out for personal conversations or nonbusiness-related matters. Clients may reach out at any moment via email with any questions or concerns but please limit texting or calling only for professional matters or unless otherwise agreed upon.

#### PROFESSIONAL RELATIONSHIP

Trainer agrees to always keep relationship with client(s) professional by respecting all boundaries both personal and physical. If the trainer violates any code of conduct or demonstrates any inappropriate behavior, client is entitled to end professional relationship immediately. If a client demonstrates any behavior that does not meet professional standards, he/she may be asked to discontinue sessions and professional relationship with trainer will be terminated. Should the relationship between client/trainer evolve into anything beyond platonic, both trainer and client agree to end professional partnership immediately.

## TERMINATION/ENDING PARTNERSHIP

Training may be discontinued at the discretion of either party. If trainer or client feels training is not a suitable fit or does not follow the given terms and conditions, he/she may terminate partnership at any moment. Any unused sessions will be refunded but may be limited to injury, illness, or emergency. Should termination be at the discretion of trainer, for any reason, client will be given full refund of remaining sessions. Clients who have agreed to a routine schedule must give 2 weeks' notice prior to ending relationship.