



FOCUS FITNESS

2400 S Third St Suite 301

Jacksonville Beach, FL 32250

Phone: (904) 339-0323

Website: www.focusfitnessjax.com

Email: focus@focusfitnessjax.com

Facility Hours:

Monday -Thursday: 6am-7pm

Friday: 6am-5pm

Saturday: 8am-12n

*Sundays and after hours are by appointment

**Memberships open to utilize facility within facility hours

***Off-hours Memberships facility hours are between 10am-4pm Mon-Fri, 8am-12am Sat.

Holiday Hours:

Closed: Fourth of July

Labor Day

Thanksgiving

Christmas Eve- New Year's Day

*Scheduling on these days is by appointment

Early Closing: Memorial Day: 8am-11am

Day after Thanksgiving: 8am-11am

*Scheduling on these days is by appointment

*****All training, massage, nutrition and assessment sessions are by appointment**

Policies and Guidelines for Personal training provided by Focus Fitness

1. Release of Liability

All members and non-members that 1) Participate in any Focus Fitness training services, or 2) Use the facility without training services, must sign an agreement of Release of Liability/Waiver prior to utilizing our facility or its services.

2. Purchasing Products and Services

When purchasing services with Focus Fitness, these monies are setup onto an account. As your sessions are serviced, the amount of the session is deducted from your account balance. When your account reaches renewal status, you will be notified for renewal. Product sales may be used with monies on account and will be reflected on your account history/statement along with all sessions and purchases to the account. Clients that utilize personal training services have full access to use the facility at any time within our business hours, outside of training sessions.

3. Renewal

When your account reaches renewal status, you will receive a notice indicating your account renewal. This reminder will be sent when your account reaches under 3 sessions on account. Once your last session is serviced, or monies is used, your account will be renewed with your current credit card on file. If you need to update your account payment information or you'd like to make other payment arrangements, please contact the front desk with details at that time.

4. Cancellations

Client Cancellation: A 24-hour notice must be provided to cancel a session. Without adequate notice, the account will be charged at trainer's discretion.

Trainer Cancellation: If your trainer is unable to perform a scheduled training session, Focus Fitness will provide another trainer to fill the appointment. If we are unable to provide another trainer, your next visit will be complimentary.

5. Refunds and Expirations

All sales are final three days after purchasing a training package or membership. All sales are final for all products. Focus Fitness does not issue refunds.

Any monies that are "left on account" without redeeming services for 12 months after the last visit in account history will be expired. A client can request a "freeze" on account due to medical/location situations.

6. Requirements for exercising:

- A. All clients must perform an assessment before beginning an exercise program at Focus Fitness.
- B. No open toed shoes. Please wear exercise related apparel and footwear
- C. Please limit use of cardio machines to 30 minutes maximum.

Recommendations for exercising:

- A. Please eat one to two hours before exercise
- B. Please avoid wearing perfume or cologne while in the gym
- C. Drink water before, during and after exercise to avoid dehydration

7. Physical Touch

Your Trainer may use physical touch to insure proper alignment, range of motion, or direction of movement.

8. Personal Belongings

Please place your belongings during your session in the cubby holes or coat racks located outside of the restrooms. Please do not leave personal items in the bathroom. Focus Fitness is not responsible for any lost or stolen items.

9. Unsupervised Children

Due to the potential harm from the equipment and machinery, children under the age of 13 are not allowed in the exercise area without the supervision of an adult.

Statutes required by state of FL

Focus Fitness LLC dba Focus Fitness
2400 South Third Street Suite 301
Jacksonville Beach, Florida 32250
904-339-0323

- If you cancel within 3 (three) days of the making of this contract, exclusive of holidays and weekends, upon the mailing or delivery of written notice to Focus Fitness, refund upon such notice of all monies shall be paid. Except that Focus Fitness may retain an amount computed by dividing the number of occasions Focus Fitness services have been rendered. These services will not include any discounts for package rates, rather will be calculated at a per session rate. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3-day provision.
- Notice of intent to cancel by the buyer shall be given in writing to Focus Fitness. Such notice of cancellation from the customer shall also terminate automatically the consumer's obligation to any entity to whom Focus Fitness has subrogated or assigned the consumer's contract.
- The initial contract with Focus Fitness will not be for a period in excess of 36 months, and thereafter will renewable only annually. Such renewal contracts may not be executed and the fee therefore paid until 60 days or less before the preceding contract expires.
- If the buyer dies or becomes physically unable to avail himself of a substantial portion of the services paid for from the commencement of the contract until the time of disability, a refund may be provided by calculating the # of sessions that have occurred at a per session rate, then subtracting it from the purchase price paid, less any additional discounts received for purchasing a larger discounted package.
- Contract may require a buyer or the buyer's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to Focus Fitness a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice.
- If the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the sessions paid for, less services rendered at a per session rate, less any additional fees for usage of facility.
- The business location of Focus Fitness shall not be deemed out of business when temporarily closed for repair and renovation of the premises, or upon the sale of the location provided it is not closed for not more than 14 consecutive days; or for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.
- If Focus Fitness goes out of business or moves its facilities more than five (5) driving miles from the business location designated in such contract and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles of the business location designated in such contract at no additional cost to the buyer.
- If Focus Fitness goes out of business, buyer should contact the Florida Department of Agriculture for information within 60 days.

- Focus Fitness is registered with the State of Florida as a Health Studio Facility Registration Number HS7722.