



ORANGE LOTUS

— HOT YOGA & FITNESS —

STUDIO MEMBERSHIP AGREEMENT

Why You're Reading This Document

The following Studio Membership Agreement (the “**Agreement**”) will clearly communicate our expectations in having you as part of our community. If you have any questions please let us know as we want to make sure we are all on the same page moving forward.

In exchange for membership access to Orange Lotus's classes and studio, you agree to be bound by the following conditions.

1. **Parties.** This Agreement is made between Half Moon Studio LLC, a Limited Liability Company operating out of the State of Pennsylvania (“**Orange Lotus**”, “**we**”, “**our**”, and “**us**”) and you, the undersigned (electronically) or person who has clicked “I Agree” to this Agreement (“**you**” and “**your**”).
2. **Services.** We promise to provide you with access to our studio and the full use of our facilities, as well as access to our regularly scheduled classes (either online or in-person) at Orange Lotus (the “**Membership**”) according to the terms outlined in Schedule “A” Memberships below.
3. **Term.** This Agreement will be binding upon your Membership payment and will last for the time specified in Schedule “A” Memberships below or as specified online or as agreed upon between us (the “**Term**”). You can decide to renew the Term of this Agreement as many times as you would like.
4. **Termination.** To terminate this Agreement, please provide written notice via email to kristin@orange-lotus.com 15 days before your next monthly Payment date. Otherwise, your Membership termination will not take effect until after your next monthly Payment date.
 - 4.1. Terminations cannot be processed when your Membership is suspended. Any Payments made will not be refunded.
 - 4.2. There are absolutely no refunds on Memberships, so please keep our termination policy in mind and be sure to provide the required notice.
 - 4.3. Please note that if you violate any of the terms of this Agreement, Orange Lotus may terminate this Agreement effective immediately and you will not be entitled to any refunds or any continued working relationship with Orange Lotus.
5. **Our Commitment to You.** Through your Membership, Orange Lotus is committed to providing you with the opportunity and support to feel amazing and transform your life with powerful yoga classes and knowledgeable and compassionate teaching.



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6. **Scheduling.** Please consult Orange Lotus or refer to our available schedule of classes for the exact scheduling and time of our classes.
7. **Payment.** You agree to pay the price, including the possibility of incremental payments (“**Incremental Payment**”), of the Membership as outlined below in Schedule “A” Memberships (the “**Payment**”). All Payments, prices and costs are in \$ US Dollars (USD).
 - 7.1. The Payment price outlined in Schedule “A” is subject to taxes and additional fees. Any subsequent changes to the Payment price will not affect the validity of this Agreement.
 - 7.2. Payment is due upon completed purchase of the Membership and must be made in full prior to the start of your Membership.
8. **Incremental Payments.** If your method of Payment includes Incremental Payments, you authorize Orange Lotus to maintain your account information and charge that account automatically upon the renewal of the Membership with no further action required by you.
 - 8.1. Orange Lotus will charge your method of payment as outlined in Schedule “A” for the Incremental Payment.
9. **Membership Suspension.** Details regarding the availability of a suspension of your Membership are as follows:
 - 9.1. The Membership can be suspended one time annually for a period of one or two months at no charge to allow for vacations or travel. Please send an email to kristin@orange-lotus.com at least 10 days in advance to suspend your Membership and provide both your suspension start date and length of suspension. Cancellations cannot be processed during suspended months.
10. **Late Cancellation.** If you cannot make a class, please note the following:
 - 10.1. If you cancel less than three (3) hours before the start of a class, this is considered a late cancellation (“**Late Cancel**”). If you Late Cancel and you are using a class pack, you will lose that class. If you have an unlimited Membership, you will be charged a \$15 Late Cancel fee.
 - 10.2. If you sign up for class and don’t come to class, this is a no show (“**No Show**”). If you are using a class pack, you will lose the class. If you have an unlimited Membership, you will be charged a No Show fee of \$15.
11. **Refunds.** Our refund policy is as follows: All sales are final. Memberships are non-refundable and non-transferable. The Membership and Membership perks cannot be shared with others.



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12. **Legal Fees.** You will be responsible for any and all legal fees incurred by Orange Lotus regarding any potential chargeback issues (for example, if you want to issue a chargeback or contest a payment).
13. **Payment Failure.** In the event that your Payment fails, your Membership access will be temporarily suspended until we receive your Payment. Any balance owing that has not been resolved within 30 days of failed Payment will result in the automatic termination of your Membership.
14. **No Guarantees.** Orange Lotus cannot guarantee any particular success from participating in our classes or from our Membership. We promise to provide you with the opportunity, classes and support to achieve your goals, but any success and results ultimately depends on your commitment.
15. **Code of Conduct.** You agree to be mindful and respectful during the classes and duration of your Membership. This includes respecting other members of Orange Lotus in their fitness journey and taking care when using the facilities and studio space. You also agree to comply with our studio protocol, policies and guidelines, as updated from time to time on our website or posted on-site.
16. **Force Majeure.** Orange Lotus will not be liable for any failure or delay regarding the Membership if such failure or delay is: beyond the reasonable control of Orange Lotus, could not have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery.
17. **Substitute Services.** Orange Lotus has the right to substitute services. This means that if we ever need to switch to online classes or asynchronous virtual offerings due to circumstances beyond our control, we have the right to such a substitution for in person classes.
18. **Waiver.** Before your Membership can begin, you must sign our Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
19. **COVID-19 / Infectious Disease.** Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in any of the Membership activities you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a communicable disease or are unsure of your health and ability to partake in the Membership activities, please consult with your doctor and we urge you not to visit our studios or facilities. You further agree to follow the relevant guidelines and comply with studio policies around COVID-19, including use of masks or other protective gear, social distancing and hygiene practices. We are all in this together and need to remember to act responsibly and with kindness towards each other in order to ensure everyone's safety.
20. **Media Release.** We think you're incredible and would love to show you off! By being a member at our studio and through your Membership, you agree to grant us the irrevocable right to use your image,



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likeness, photographs, video content, audio recordings of you captured in our studio or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the use mentioned in this section. Please let us know if you ever want us to stop using an image of you.

21. **Indemnity.** You hereby fully indemnify Half Moon Studio LLC and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the “**Released Parties**”) from any liability and damages arising from death or personal injuries. This includes the contraction of COVID-19 or other communicable diseases or related to premises liability, however caused including as a result of Orange Lotus’s negligence, provided that where Orange Lotus has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.
22. **Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Pennsylvania. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Pennsylvania. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by Orange Lotus 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 by 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 the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

Thank you for taking the time to read this. Let’s begin!

AGREED and ACCEPTED

Signature

Half Moon Studio LLC
Per: Kristin Sapp, Owner

Signature

Printed Name



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Date: _____

Date: _____



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SCHEDULE “A” MEMBERSHIPS

Lotus Membership

Cost	First month:\$ USD 60 Thereafter, monthly: \$ USD 129
Details	Unlimited in-studio yoga classes, access to Orange Lotus Anywhere, 10% off retail purchases (excluding drinks), and a general sense of awesomeness!
Renewal	Monthly, automatically

Orange Lotus Anywhere

Cost	\$ USD 59
Details	Access to Orange Lotus Anywhere library of recorded classes and access to live virtual classes when offered.
Renewal	Monthly, automatically