

PowerHouseATX Purchase Agreement

Effective: May 2026 – supersedes all prior agreements

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Dear Client,

Congratulations on your decision to participate in an exercise program. PowerHouseATX has developed the agreement below to support accountability, maximize your progress, and create clear expectations on both sides. Please review and connect with PowerHouseATX if you have any questions before signing.

Service Definitions

1-on-1 Ramp-Up *(new clients only)*

By selecting the ramp-up, you understand and agree that:

- Sessions are 50 minutes, solo with the owner
- The ramp-up is ****strictly limited to 4 weeks**** from your first session – no extensions
- After 4 weeks, you transition to either Semi-Private or Ongoing 1-on-1 at standard rates
- Pricing during ramp-up matches Semi-Private rates

Semi-Private Training

By selecting semi-private training, you understand and agree that:

- Sessions include 1-2 other participants (3 maximum)
- Each participant receives personalized programming
- You are purchasing training time, not exclusive access to the trainer
- PowerHouseATX reserves the right to determine compatible training partners
- Sessions are 50 minutes
- Pricing is per person

Ongoing 1-on-1 Training

By selecting ongoing 1-on-1, you understand and agree that:

- Sessions are 50 minutes, guaranteed solo with the owner
- Cannot be converted to semi-private
- Limited availability – booked on first-come basis
- Includes free Fitness App access

Fitness App *(CoachRx)*

By selecting app access, you understand and agree that:

- Programming is templated with full ability to swap and reorder exercises
- You are responsible for proper form and technique
- App access does not include direct coaching contact unless specified in your package
- App-only clients have no in-person session entitlement

Package Terms & Conditions

Monthly Packages

1. **Monthly commitment.** All sessions in your package must be used within the calendar month of purchase. Sessions expire on the last day of each month and do not roll over.
2. **Package selection.** Once purchased, packages cannot be changed mid-month. Package type changes take effect the following month.
3. **Billing cycle.** All packages are billed monthly on the 1st. Pro-rated packages available for mid-month starts.
4. **No refunds.** Sessions are non-refundable. Unused sessions do not carry over.
5. **Auto-renewal.** Packages renew automatically on the 1st of each month unless cancelled in writing by the 25th of the prior month.
6. **Payment.** All packages require monthly auto-pay via credit card on file. This is the only accepted payment method.
7. **Prepay discount.** 3-month prepay packages receive 10% off.
8. **Scheduling priority.** Package holders may book the upcoming month's sessions starting the 25th of the prior month.
9. **Payment failure.** If your card fails, your slot is held once while you resolve the payment. Repeat failures are reviewed case-by-case and may result in losing your slot.
10. **Pause/hold.** Subscriptions may be paused for up to **1 month** for surgery, injury, or extended travel. No charge during the pause and your slot is held. Beyond 1 month, you must cancel and re-sign up when ready.
11. **Holiday closures.** PowerHouseATX is closed on **Thanksgiving Day** and **Christmas Day**. Sessions falling on these dates are refunded or rescheduled at no penalty.

Weekly Packages *(for frequent travelers)*

1. **Per-session rate matches monthly** – same price, more flexibility.
2. **Pay upfront for the week** before any session is booked.
3. **Book by Sunday 8pm** for the upcoming week.
4. **Sessions expire end of week** – no rollover, no credits, no make-ups.
5. **24-hour cancel/reschedule window** – inside that window, the session is forfeited.
6. **One reschedule per week** maximum, into existing posted slots only.
7. **Travel weeks:** simply skip the week – no charge, no booking required.
8. **Slots are not held** for weekly clients between weeks. Booking is week-to-week.

Travel Policy *(monthly clients)*

PowerHouseATX understands clients travel. To use this policy:

1. **Notify by Sunday 8pm** for the upcoming week's travel via the website travel form, text, or CoachRx message.
2. **Choose one option** at the time of notification:
 - **Make up sessions later in the same month** – subject to schedule availability, max 1 additional session per day, no rollover into the following month, no scheduling outside of standard training hours
 - **Free Fitness App access for the travel week** – templated workouts you can do anywhere
3. **No notice = sessions forfeit.** Same rule as standard monthly cancellations
4. **Repeated travel without notice** may result in PowerHouseATX recommending a switch to weekly billing.

If you travel more weeks than you train, weekly billing is the better fit.

Scheduling

Available Hours

- **Monday-Thursday:** 9:00 AM – 8:00 PM
- **Friday-Sunday:** Closed for training
- **Booking opens:** 25th of the prior month for package holders; 48 hours in advance for drop-ins

How Scheduling Works

- All scheduling, rescheduling, and cancellations occur through the **website booking system** (powerhouseatx.com)
- Booking system enforces all rules in this agreement automatically – no exceptions are made by request
- First person to book a time slot anchors the session – additional semi-private participants must fit that schedule

Cancellation Policy

Standard Sessions

- **24+ hours notice:** Free reschedule into another posted slot within the same month *(limit 1 per month for monthly clients, 1 per week for weekly clients)*
- **Less than 24 hours notice:** Session forfeited, no refund or make-up
- **No-show:** Session forfeited
- **Late arrival:** Receive remaining scheduled session time only – session ends at the originally scheduled time
- **Reschedules** must go into existing posted slots only – no special times outside Mon-Thu hours

Semi-Private Sessions

Your cancellation does not affect other participants in the session – it continues for them as scheduled.

Trainer-Initiated Cancellations

If PowerHouseATX cancels a session, you choose: **a full refund for that session OR a reschedule within 2 months** at no additional cost.

Refunds

Refunds are not standard practice. Sessions are non-refundable per package terms. Exceptions are at PowerHouseATX's sole discretion in cases of medical emergency or extended illness, and require written request.

Common requests that will be declined:

- "I only used 6 of 8 sessions this month – can I get a refund?" **No.** Sessions expire monthly per the agreement above.*
- "I traveled and forgot to give notice – can I get those sessions credited?" **No.** Travel notice is required by Sunday 8pm.*

- "Can I roll my unused sessions to next month?" *No. Sessions do not roll over.
*

Group Compatibility

PowerHouseATX reserves the right to group semi-private clients based on:

- Fitness levels and goals
- Scheduling compatibility
- Training style preferences
- Professional judgment of optimal training partnerships

Minors *(clients under 18)*

Clients under 18 years of age must have a parent or legal guardian sign both this Purchase Agreement and the Waiver, Release, and Assumption of Risk. The guardian assumes legal responsibility for the minor's participation. PowerHouseATX reserves the right to require a parent or guardian to be present during the minor's initial sessions.

Photo and Video Consent

By initialing below, you grant PowerHouseATX permission to take photographs and video of you during training sessions and use them for marketing purposes (social media, website, advertising). You can withdraw this consent at any time in writing – future photos/videos will not be taken or used after withdrawal, but content already published may remain.

I consent to photo/video use for marketing: Yes No

Initial: _____

Termination of Services by PowerHouseATX

PowerHouseATX reserves the right to terminate the client relationship at any time. Two scenarios:

1. ****Termination with cause**** – the client has violated this agreement (repeated late cancellations, no-shows, harassment, threatening behavior, disruption of other clients, fraudulent chargebacks, or any conduct PowerHouseATX deems unacceptable). In this case, ****no refund**** is issued for any remaining sessions.

2. ****Termination without cause**** – PowerHouseATX ends the relationship for any reason not the fault of the client (business decision, schedule change, etc.). In this case, ****a pro-rated refund**** is issued for unused sessions in the current package.

In either case, 14 days notice is provided when reasonable.

Payment Disputes and Chargebacks

If you have a billing concern, ****contact PowerHouseATX first**** to resolve it directly.

ectly. If you instead initiate a chargeback or payment dispute through your bank or credit card company without first attempting to resolve with PowerHouseATX, your account may be ****suspended pending resolution****. Repeated or fraudulent chargebacks are grounds for termination with cause (see above) – no refund issued.

Modification of Services

PowerHouseATX LLC reserves the right to modify services, pricing, and policies with 30 days notice to active clients.

Client Acknowledgment

By signing below, I acknowledge that I have read, understood, and agree to:

1. The service definitions above
2. The pricing structure and payment terms
3. The scheduling, cancellation, and travel policies
4. The system-enforced rules (booking platform, no manual exceptions)
5. The non-refundable nature of all packages
6. PowerHouseATX's authority to determine training group compatibility

I understand these policies exist to maintain consistent, sustainable operations while the owner advances his education in Physical Therapy – ultimately benefiting all clients with enhanced expertise and service.

Client Information

Printed Name: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

Emergency Contact: _____

Emergency Phone: _____

Package Selection

- 1-on-1 Ramp-Up – 1x/wk \$300 · 2x/wk \$520 · 3x/wk \$720
- Semi-Private – 1x/wk \$300 · 2x/wk \$520 · 3x/wk \$720
- Ongoing 1-on-1 – 1x/wk \$460 · 2x/wk \$880 · 3x/wk \$1,260
- Weekly Package (Semi-Private) – \$75/\$65/\$60 per session
- Weekly Package (Ongoing 1-on-1) – \$115/\$110/\$105 per session
- Fitness App only – \$59/mo

□ Semi-private app add-on – \$25/mo (free with 3-month prepay)

Training Preferences *(optional)*

Preferred training days/times: _____

People I'd enjoy training with: _____

People I'd prefer not to train with: _____

A separate Waiver, Release, and Assumption of Risk must also be signed before the first training session.