

# ULTRA BODY FITNESS

## TRAINER RULES AND REGULATIONS

**Please be advised that this is not a Membership Gym. This is a Private Training Facility where special rules and regulations apply that differ from Membership Gyms. Please note that charges are *based on usage of the facility*.**

1. All trainers must purchase personal liability insurance and coverage for their business and a copy of this must be filed with Ultra Body Fitness.
2. **ALL TRAINERS MUST SIGN IN ON THE TRAINER LOG SHEET BEFORE EACH SESSION AND ALL CLIENTS MUST SIGN IN ON THE CLIENT LOG SHEET BEFORE EACH SESSION. NO EXCEPTIONS!**
3. All trainers acknowledge that they are independent contractors and are not employees of Ultra Body Fitness. All trainers shall be responsible for their individual and corporate taxes, tax payments, and any other financial information pertinent to the United States federal government, state, and local tax agencies.
4. All trainers are responsible for their clients and for the safety of their clients while the client is on the premises of Ultra Body Fitness. You are responsible for your clients needs, including cleaning up after them and wiping the machines down after they have used them. Towels are mandatory. We will not address issues to your clients but to you.
5. Training session fees are per session - per person - per hour. See the price breakdown below. (These fees are subject to change.) Trainers that pay daily must pay before sessions. NO EXCEPTIONS.

\$ 13.00	1 - 5 sessions per week
\$ 12.00	6 - 15 sessions per week
\$ 11.00	16 - 25 sessions per week
\$ 10.00	26 - 35 sessions per week
\$ 9.00	over 35 sessions per week

6. You can train up to 3 people at one time with prior approval from Ultra Body Fitness management. Please see Tony Wisniewski to arrange scheduling when training more than one person simultaneously.
7. Due to space limitations -- **Trainers are asked to have no more than 3 clients at any one time on the training floor.** Any addition clients should be using the cardio equipment or they should be waiting upstairs in the sitting area. No loitering will be permitted.

PLEASE INITIAL \_\_\_\_\_

8. THE PARKING SPACES IN THE BACK OF ULTRA BODY FITNESS ARE FOR CLIENTS ONLY! Make sure your clients park only in the spaces that are marked “**Ultra Body Fitness Only**”. Trainers should find street parking. We will provide a parking schedule.
9. Weekly training fees for the previous week are due by the close (9pm) of business on Wednesday. All bills not paid by the close of business Wednesday will be charged a late fee of \$10.00, a further charge of \$10.00 will be added if not paid by the close of business on Sunday. Any deviations from this payment arrangement must be cleared by Tony or June Wisniewski. If funds remain unpaid, Trainer agrees to pay 1 1/2 % per month interest, and all attorney fees and legal costs needed to collect the balance.
10. Returned checks, be it non-sufficient funds or funds not available for any other reason will result in a \$20.00 charge. More than two returned checks will result in CASH ONLY payments.
11. Trainers and their clients are not permitted behind the front desk nor are they permitted in the office and the office area without permission.
12. Please use the shelves and lockers provided for your personal belongings. Ultra Body Fitness will not be responsible for lost or stolen items whether inside the gym premises or in the Ultra Body Fitness parking area. Ultra Body Fitness will not be responsible for any vehicle or bicycle in the parking area. Do not use the office to store yours or your clients bags, key, wallets, etc. **THE OFFICE IS OFF LIMITS!**
13. The courtesy phone at the front desk is to be used for incoming calls only. Please limit these incoming calls to one minute. Trainers/Clients must use public phones or cell phones for outgoing calls and all cell phone calls should be taken outside of the gym.
14. Trainers with 10 or more sessions a week can workout at no charge between the hours of 12 pm and 4 pm. Trainers with less than 10 sessions a week will be charged \$10.00 to workout and the time is also 12 pm to 4 pm. ANY TRAINER WORKING OUT AT ANY TIMES OTHER THAN THESE HOURS WILL BE ASKED TO STOP THEIR WORKOUT. This is a courtesy to other Trainers who are working in the gym.
15. **THIS IS A NO ATTITUDE GYM.** Please use proper etiquette and behavior while in Ultra Body Fitness. No swearing or vulgar language will be tolerated. **No yelling across the gym to other Clients or Trainers! Respect other Trainers space and time.**

PLEASE INITIAL \_\_\_\_\_

16. No alcohol, illegal substances, or drugs without a prescription is allowed on the premises. Any violation will result in immediate termination and dismissal from the facility. Drinks and water are allowed in the gym. If you spill them – YOU clean them up!
17. Please refrain from wearing excessive amounts of colognes and perfumes and perfume-scented lotions while training at Ultra Body Fitness. Also, please make sure that your clients do not wear excessive amounts of colognes or perfumes or perfume-scented lotions.
18. The cardiovascular equipment should be used for warm up purposes by your clients prior to their scheduled workout times and should not exceed 30 minutes. Any time over the 30 minutes will result in a \$5.00 charge. If the client does not pay at this time then the \$5.00 charge will be added to your fee. **Ultra Body Fitness rightfully needs to be paid for the use of the equipment as this is not a membership gym but a private training facility where charges are based on the time of your session.**
19. In order for clients to use the cardiovascular equipment on the days that they are not working out with their trainer, the client must pay a \$10.00 fee. If they do not pay this fee then the trainer will be charged the \$10.00 fee.
20. Please leave all door, fans, lights, televisions and stereos alone. If you need something done with these then ask the staff for assistance.
21. If you as a trainer fail to show up for a client and the client uses the cardiovascular equipment and / or any other part of the facility – **YOU WILL BE CHARGED FOR THAT CLIENT.** If you meet a client at the gym and decide to walk, run or exercise outside you will be charged if the client uses the parking spaces out back, the lockers, and the bathroom facilities. There are only so many parking spaces, etc., and the facility rightfully needs to be paid. ALSO—when your session is over your client should not leave their car in the parking lot while they go shopping!
22. Fees for drinks and bars will be paid at the point of purchase or charged to your trainer fees. Write items purchased on the trainer log sheet along with clients names. WE ARE ON THE HONOR SYSTEM.
23. **TOWELS ARE MANDATORY.** Bring one or rent one, no exceptions. Please use towels to wipe off sweat. Never leave equipment unsanitary or sweaty for others. Please rent a towel if you do not have one and please help in keeping the theft of the towels to a minimum by having your client or yourself return the towel to the laundry hamper. You as the Trainer are responsible for the return of the towels.

PLEASE INITIAL \_\_\_\_\_

24. Ultra Body Fitness staff **will** take written messages for the trainers from clients if they are running late or if they are canceling appointments. We are not responsible for giving your phone number out to your clients and we will not do so. This is for your own protection.

25. The Ultra Body Fitness hours are as follows:

**6am – 9pm Monday through Thursday**  
**6am – 8pm Friday**  
**7am – 3pm Saturday**  
**8am – 12pm Sunday**

Any deviation from this time schedule must be cleared by Ultra Body Fitness management. Ultra Body Fitness reserves the right to change the hours and days of operation at their sole discretion. Ultra Body Fitness also reserves the right to close the facility for certain situations, holidays, etc. Ultra Body Fitness will always give proper notification for trainers and their clients.

26. Please return equipment to its appropriate place. It is your responsibility to re-rack weights, and to replace benches, stretching mats, handles, ropes, balls and boxes to their original spots. Do this when you are done with them—not when you are done with your session! Also wipe off equipment, do not leave equipment sweaty and dirty. Not only is this courteous but it is for everyone’s safety.

**27. NO DROPPING DUMBELLS and NO SLAMMING WEIGHT STACKS...PERIOD!!! IF YOU BREAK ANYTHING YOU WILL PAY FOR THE REPLACEMENT.**

28. Ultra Body Fitness will not tolerate any soliciting of its clientele or the solicitation of other trainer’s clientele. This will result in immediate dismissal from the facility.

29. In the appropriate manner and place – please feel free to bring to the attention of management any discrepancies or problems with staff members, clients and/or trainers. Talk to Tony or June.

**PLEASE INITIAL \_\_\_\_\_**

**Common sense – This contract is for everyone’s safety and it sets a standard for the gym. We are here to provide a good service for all.**

**By signing the below, you agree to this waiver and agree to follow these rules and regulations. A breach of these rules and regulations will result in one warning. Any further breach of these rules and regulations will result in immediate termination from the use of this facility known as Ultra Body Fitness.**

\_\_\_\_\_  
Trainer-print your name

\_\_\_\_\_  
Trainer Address

\_\_\_\_\_  
Trainer signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Ultra Body Fitness signature

\_\_\_\_\_  
Date

Social Security Number \_\_\_\_\_

Drivers License Number \_\_\_\_\_

Your phone number \_\_\_\_\_

Your cell phone number \_\_\_\_\_

Your pager number \_\_\_\_\_

.....  
**OPTIONAL: If you would like to pay with a credit card.**

**VISA      MASTERCARD      AMERICAN EXPRESS      DISCOVER**

**(circle one of the above card types)**

Credit card number \_\_\_\_\_

Card expiration date \_\_\_\_\_

Name as it appears on the credit card \_\_\_\_\_

Signature \_\_\_\_\_