



YEARLY MEMBERSHIP CONTRACT

This Yearly Membership Agreement (“Agreement”) is entered into by and between the undersigned client (“Client”) and Cirque Athletics (“Cirque”) upon enrollment.

Effective January 1, 2026, **Client** shall be responsible for **all payment processing fees**, including fees arising from **failed or declined payments**.

1. Commitment

This membership constitutes a **one-year contract** commencing on the **date of purchase**.

2. Billing

2.1. Client shall be **responsible** for **all payment processing fees**.

2.2. The first month’s dues are payable at the time of enrollment. Subsequent monthly dues shall be automatically billed on the 1st of each month.

3. Price

Membership rates shall remain fixed for the duration of the contract year. Inflationary increases may apply upon renewal.

4. Classes

4.1. Classes **roll over** within the contract year.

4.2. All **unused** classes **expire** at the **end of the contract year**.

5. Sign-Up Fee

5.1. A **\$25 sign-up fee** applies to **new clients**.

5.2. For **existing** clients enrolling between **January 1st and January 31st**, the sign-up fee shall be **waived**.

6. Modifications

For purposes of this Agreement, the term **“Modification”** or **“Modify”** means any change to a membership, including, without limitation, upgrading or downgrading membership levels, adding or



removing add-ons, or pausing the membership in whole or in part. Any request for a Modification is subject to the provisions and fees set forth in this Agreement.

6.1. Changes requested **prior to the last five (5) open business days** of the upcoming billing cycle shall incur a **\$15 fee per membership**.

6.2. Changes requested **within the last five (5) open business days** shall incur a **\$50 fee per membership**.

6.3. Requests made on the **last open business day of the month shall not be processed**.

6.4. No refunds shall be provided for membership fees billed **due to delinquent modification requests**.

7. Pause/Hold

7.1. Yearly memberships may be paused for **\$50 per month**, subject to written request submitted **prior to the last five (5) open business days of the month**.

7.2. Requests submitted **within the last five (5) open business days** shall incur an additional **\$50 processing fee per membership**.

7.3. Requests made on the **last open business day of the month shall not be processed**.

7.4. Pauses are applied in **full monthly increments** only. **Partial** months are **not** permitted.

7.5. During a pause, membership **access** is suspended; **unused** classes prior to the pause **remain available**, but **classes do not accumulate**. All pause fees must be prepaid for the relevant month.

7.6. Acceptable reasons for pausing include, but are not limited to, extended travel, temporary medical leave, personal or family circumstances, short-term financial hardship, or schedule conflicts.

8. Add-Ons

A 4-classes-per-month add-on is **available** for Yearly memberships. Add-ons cannot be purchased independently.

9. Family Discount

A **10% discount applies** for **additional** family members added to the account. This discount is not combinable with other discounts.

10. Multi-Membership Discount

A **20% discount applies** when a member maintains **three (3) active memberships**. Family discounts do not apply in conjunction with this discount.

11. Cancellation Penalty

11.1. Cancellation **prior** to contract completion requires payment of either **six (6) months of dues** or the **remaining contract balance**, whichever is less.

11.2. Relocation: If Client **permanently** relocates more than **twenty-five (25) miles** from Cirque Athletics, cancellation without penalty is permitted with thirty (30) days' written notice. **Proof of relocation is required:** Lease agreement, mortgage documents, utility bill, or Driver's license or state ID. Membership dues remain payable during the notice period.

11.3. Medical Injury: Cancellation without penalty is permitted if a licensed physician verifies that Client is permanently or *long-term* unable to participate. Proof of injury is required: Physician's statement of disability, injury, or limitation specifying activity restrictions (temporary or permanent) signed and dated, including the doctor's license number and practice name. Temporary injuries are subject to the Pause/Hold provisions.

12. Force Majeure and Termination Clause

In the event of a major unforeseen circumstance beyond the parties' control, rendering performance impossible or impractical, either party may terminate this agreement without penalty. Such events include, but are not limited to, injury, change of employment, and any other occurrences that are beyond the reasonable control of the affected party.

11.4 Requests submitted **within the last five (5) open business days** shall incur an **additional \$50 processing fee**.

11.5. Requests made on the **last open business day of the month shall not be processed**.

13. Clarifications

Monthly and Yearly memberships **cannot** be combined. **Proration** is **not** available. Memberships and classes are **non-transferable** and may **not** be **shared**.