



Business Rewards Membership Agreement
Canadian Fitness Professionals Inc.**

**operated by Canadian Fitness Professionals Inc, GST. # 885818328R T 001, unless noted below
 110-225 Select Ave. Toronto, ON M1X 0B5

Business Name: _____ Contact Name: _____

Address: _____ City: _____ Prov: _____ Postal Code: _____

Business Phone: () _____ - _____ Ext. _____ Business Fax: () _____ - _____ Email: _____

PLEASE READ THIS AGREEMENT CAREFULLY

1. The Member is referred to as "you" or "the Member" and **canfitpro** is referred to as "us", "we", or "**canfitpro**". This Agreement is legally enforceable. This document contains the entire agreement between us. Please read everything carefully.
2. Our Responsibilities: Subject to paragraph 15, we accept you as a member of **canfitpro** and you will be entitled to the membership benefits set out in Schedule A.
3. Your Responsibilities: By signing this Agreement, you agree: a) to pay us the sums and charges specified in this Agreement, (the "Fees") when due; b) to all of the terms and conditions which are set out in this Agreement; and c) to immediately notify us of address changes and of any other changes in your information set out in this Agreement.
4. Membership Term: This Agreement shall be in effect for a term of one year.
5. Dishonoured Cheque Charge: Returned payments and any late charges will be automatically charged to your credit card account. We will apply an administration fee of \$25 or the maximum amount permitted by law, whichever is less, to returned credit card charges. You authorize us to make these charges to your specified account.
6. Taxes: All government taxes, including provincial sales tax, goods and services tax and/or harmonized sales tax (HST/GST) are in addition to, and will be automatically added to all payments.
7. Reservation of Rights: We reserve the right to cancel any membership without cause, in which event you will be entitled to a pro rated refund of your annual membership fee corresponding to the remaining fully paid part of the term, if any.
8. Payment Obligations Absolute: You are obligated to pay us the entire balance owing under this Agreement. We will not reduce, discount, cancel your obligation or refund any fees because you do not use the membership, or cancel your membership prior to the end of the term or any renewal term.
9. No Warranty: We make no warranty or guarantee regarding the services that will be available to you under this Agreement.
10. Default: If you breach any Terms and Conditions of the Agreement you will be in default. We may then, if we choose, immediately cancel your membership and keep any amounts you have paid to us.
11. Number of Locations: All Club locations must be included in the membership. It is assumed that there will be no exclusions of any locations receiving the benefits of this membership. Failure to meet this guideline will result in cancellation of the Membership.
12. Increase of Clubs: It is the responsibility of the Member to contact **canfitpro** when additional locations are purchased to include them onto the membership.
13. One Operating Name per membership: One owner with more than one operating name must purchase a membership for each company. Locations included under another operating name with the same owner, must have a separate membership.
14. Professional membership – Certified Professional Members must be up-to-date and in good standing before becoming a Business Rewards Member, as the complimentary Professional membership renewal will not cover lapsed memberships. Canceling, or deciding not to renew your Business Rewards Membership, will discontinue all Business Rewards benefits. You will then be responsible to pay the renewal fee of the Professional membership if you so choose.
15. No Verbal Agreements: There are no promises, representations, understandings, and/or agreements between us other than this Agreement. Any changes must be in writing, signed by both you and **canfitpro**. However, we may correct obvious errors in this Agreement (and other related documents). This Agreement is subject to acceptance by **canfitpro** and is null and void if not completed according to our current pricing and payment schedules. Changes or deletions by you to any printed portion of this Agreement are null and void.
16. Assignment by Member: This Agreement is personal to you. You may not assign or transfer this Agreement to anyone else. Your membership will immediately be cancelled without refund if you attempt to sell, assign, or transfer this Agreement and any such attempted sale, assignment or transfer will be ineffective.
17. Assignment by **canfitpro**: We may assign this Agreement to another company or person if we choose, and the term "**canfitpro**" will also mean any company or person to whom we assign this Agreement, who will have all our rights and powers under this Agreement. However, even if this Agreement has been assigned to another company or person, if any claims are later brought against us relying on this Agreement, we will still have the right to raise any defenses available to us under this Agreement.
18. Severability of Provisions: The provisions of this Agreement are severable. This means that if a Court decides that any provision is illegal or unenforceable, the rest of the Agreement is still enforceable. If we choose not to apply or enforce a particular provision at any time, we still have the right to enforce or apply those provisions in the future.
19. Governing Law: This Agreement is governed by the laws of Ontario and the laws of Canada applicable therein.



Business Rewards Membership (BRM)
SCHEDULE A

Benefits included in the **canfitpro** Business Rewards Membership (BRM):

- One complimentary registration for the BRM owner to attend the **canfitpro** International Fitness and Club Business Conference and Trade Show in Toronto within the current membership year OR 50% off of our Montreal conference.
- One complimentary Professional membership (new or renewal) for the owner
- Quarterly discount code to receive 10% off **canfitpro** products and services* for BRM owner and staff including: **canfitpro** conferences, courses and exams, Professional membership fees, and trade show booths at conferences
- Special networking opportunities at the **canfitpro** Toronto conference (Facility and Suppliers Summit)
- Complimentary trade show passes to the Toronto Consumer Fitness + Wellness Show
- Discounted rate for **canfitpro** Certification Accreditation program for Personal Training Specialist and Fitness Instructor Specialist certifications
- One complimentary registration for any course or exam hosted within the BRM club (excludes First Aid, CPR/AED and Business of Personal Training)
- **canfitpro Magazine** hard copy subscription for the BRM owner plus electronic club subscription for all club locations
- Complimentary job postings with logo and company profile on the **canfitpro** website
- Bi-monthly e-Newsletter (Professional and Business)
- Discounted subscription of 60% off to Fitness Business Canada
- Discounted Liability Insurance for your club and staff
- Discounted Health, Dental & Wellness Insurance plans

* Discounts do not apply to pre-cons, First Aid, CPR and AED courses, course materials, online quizzes, exam re-writes, and facility fees.

BRM Initials

Date