



## 5 ESSENTIALS FOR YOUR MEMBERSHIP CONTRACT

1. **LIST YOUR EXACT SERVICES:** Make sure your membership contract clearly lists what service(s) is being offered. “Fitness Training” isn’t specific enough. List services like Small Group Training, Private Training, Nutrition Counseling, etc. You can list more than one service, like a checklist, and then mark which service(s) applies. Or, you can have a different contract for each service. There are pros and cons to both ways.
2. **STATE THE PRICE FOR THAT SERVICE:** If you are going to sell a service, your membership contract needs to state the exact price of that service and how often the member will be charged. “Small Group Classes - \$150.00/month. This membership will be billed on the same day each month.” “Private Training - \$60/hr. These sessions will be billed prior to each session.” Or, “Private Training sessions are sold in packets of twelve (12) sessions at a time.”
3. **OUTLINE AUTO RENEWAL REQUIREMENTS:** If your membership services will automatically renew, make sure that is in your contract as well. State how often the membership service will automatically renew. “Monthly membership services will automatically renew every thirty (30) days on the same day each month.” “Private Training sessions will automatically renew at the end of your last session in each twelve (12) session package.”
4. **CANCELLATION POLICY:** If you are planning to use automatic renewing contracts, you need a cancellation policy. How can a member get out of the contract? Does the member have to give you a thirty (30) day notice? Two (2) weeks notice? Does that notice have to be in writing? If there is an automatic payment scheduled within the cancellation window, will that payment still be processed?
  - a. Some States have consumer protection laws that require specific cancellation language to be in membership contracts. Make sure you check your State laws.
5. **SIGNATURE LINE-** It might seem obvious, but it’s not always evident. At the end of your membership contract, have a signature line for the member to acknowledge that they have read the terms of the contract. Additionally, make sure you have a Standard Operating Procedure requiring you and your staff to ALWAYS get a signature.

