

# BODY-N-BALANCE

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## Studio Policies

The policies of Body-N-Balance, Inc. ("B-N-B") are part of our agreement with you pertaining to your use of the B-N-B facilities and equipment and your participation in any B-N-B activities or programs. B-N-B may change these policies from time to time as B-N-B sees fit in its discretion. Failure to abide by these policies may result in loss of your privileges to use the facilities or equipment or to participate in activities or programs and may result in loss of fees already paid. B-N-B enforces these policies using its discretion.

**By Appointment Only.** All sessions are by appointment only. Walk-ins are not permitted. Appointments are made on a first come, first served basis.

**Early Arrival for Sessions.** It is important that customers arrive at least 5 minutes early for sessions in order to maintain availability to equipment for each session and to conduct proper preparations for each session. We recommend at least 5 minutes of relaxation and preparations prior to each session.

**Hours of Operation.** B-N-B's hours of operation are by appointment only from Monday through Sunday, except for holidays and inclement weather. B-N-B may change its hours of operation as it determines necessary in its discretion.

**Safe Use of Equipment.** All equipment must be used in accordance with your Instructor's instructions. FAILURE TO USE THE EQUIPMENT AS INSTRUCTED MAY RESULT IN INJURY TO YOURSELF OR OTHERS.

**Cancellation Fee.** Cancellations must be received 24 hours prior to your scheduled session to avoid being charged in full for the session.

**Rescheduling.** A late cancel or missed appointment may be rescheduled TO AVOID THE CANCELLATION FEE if the appointment is rescheduled within the same week. Not keeping a rescheduled appointment will result in a cancellation fee.

**Return Check Fee.** You will be charged \$25 for any checks returned due to insufficient funds.

**Return of Products / Supplements.** All fitness products, re-habilitation products, vitamin supplements and other B-N-B products are non-exchangeable or non-refundable.

**Use of Cell Phones.** To be courteous of other clients, please have your cell phone in the silent or off position.

**Lockers.** Lockers are available for you to use during your appointment.

**Standing Appointments.** Failure to attend less than 50% of scheduled standing appointments in any one given month may result in loss of your privileges to maintain a standing appointment.

**Dress Code.** All customers and instructors shall dress appropriately as determined by B-N-B to maintain an upscale, comfortable environment for all. For women, appropriate dress means, among other things, no thongs, no bare midriffs, no loose shorts, no short shorts. For men, appropriate dress means, among other things, tee shirts, sweatpants or knee length shorts and underwear. Please no perfume or cologne as there may be customers and instructors with allergies. Please consult B-N-B personnel if you are unclear as to what is appropriate dress.

**Personal Belongings & Theft.** B-N-B provides lockers for storage of personal belongings. As explained below, B-N-B is not responsible for your personal belongings. Although B-N-B tries to maintain a safe environment, theft is a fact of life. B-N-B is not responsible for any theft of your personal belongings. B-N-B recommends that you leave valuable belongings at home or locked in your car. B-N-B is not responsible for any theft in its facilities, in the parking lot or surroundings.

**Observations.** At times, B-N-B instructors and trainee students may observe sessions. We conduct these observations for various reasons including for the benefit of training students. All observations will be conducted in as unobtrusive manner as reasonably possible. However, if observations make you uncomfortable, please let us know and we will refrain from unnecessary observations.

**Refusal of Service.** B-N-B may refuse services to anyone at anytime. If services are refused after a purchase is made, a full-prorated refund will be made upon such refusal of services (unless the refusal is due to a breach of your agreement or these policies).

**Partnering Protocol.** When you volunteer to be a partner with another customer, we ask that you observe the following protocol in order to enhance the experience for you and your partner:

- **Please be on time for your session.** Emergencies happen, and traffic happens. But, if at all possible, please call B-N-B and/or your partner if you will be late. Your instructor prepares the session for both of you and if one party is repeatedly late, it disrupts the flow of the session.
- **If you must miss a session, let your partner know in advance.** In the event of a no show by a partner, that partner must still pay for the session unless timely cancellation notice is received.
- **Private session in the event of cancellation.** If one partner cancels a session, the other partner may elect to have a private session for the scheduled time period at the private session rate.

### **For Physical Therapy Customers Only**

**Physical Therapy.** Physical therapy services are provided only by licensed physical therapists directly. In order to receive physical therapy services, you must provide your PT with a referral from a physician, chiropractor or other appropriate medical provider.

**Billing Insurance Companies & Insurance Coverage.** B-N-B does not bill insurance companies. You must pre-pay for services, then B-N-B provides documentation to you for you to submit to your insurance company for reimbursement of fees covered under your insurance policy. Neither B-N-B nor your physical therapist guarantees whether or not certain services are covered under your insurance policy (even if B-N-B or your therapist provides its opinion as to whether it is likely that certain services would be covered). It is your responsibility to assess whether services are covered under your insurance policy, even if B-N-B or your physical therapist provides you an opinion as to coverage.