



RUMBLE CITY BOXING MEMBER POLICIES

Summarized below are key policies, rules and expectations of Rumble City Boxing ("Rumble City Boxing and the "Rumble City Boxing Policies"). These apply to all members of Rumble City Boxing ("facility") and help make an exceptional experience for everyone, so please read them carefully. Under your Membership Agreement you are responsible for complying with all Rumble City Boxing policies, including without limitation those outlined in this document, and Rumble City Boxing reserves the right to cancel, revoke or suspend your membership for any violation of the Rumble City Boxing Policies.

ACCESSING THE FACILITY

Check-In: You are required to check-in at any iPad station upon entry to the facility, prior to every class taken.

Identification: Rumble City Boxing reserves the right to require you to maintain a photo or copy of your photo identification on-file with Rumble City Boxing and/or to show photo identification or otherwise verify your identity before entering the facility.

Good Standing: Rumble City Boxing reserves the right to prohibit you from accessing and entering the facility if there are any outstanding past-due/overdue amounts payable to Rumble City Boxing or your membership is otherwise not in good standing.

USING THE FACILITY

Member Conduct: You are expected to act in a respectful and socially acceptable manner while using the facility and to be mindful of other individuals' physical and personal space. You may not engage in behavior or conduct that Rumble City Boxing, in its discretion, considers unruly or inappropriate, including without limitation harassing, badgering, antagonizing, taunting, threatening, abusing, touching, or otherwise acting in an aggressive, unsportsmanlike, indecent or inappropriate manner towards any other member, guest, staff, or other individual. Rumble City Boxing reserves the right to remove you from the facility and/or revoke, cancel, suspend or otherwise limit your membership, and/or notify law enforcement authorities if you engage in any conduct or behavior that Rumble City Boxing, in its discretion, considers inappropriate, indecent, unsafe, unlawful or otherwise in violation of Rumble City Boxing Policies.

Other Cell Phone and Camera Use: You may not take photos or videos within the facility to promote your or any third party's business, products or services. Use of any lighting, tripods or other such equipment is prohibited. You are expected to be respectful of other members, and you may not intentionally film another individual without their permission. If you post online or on social media a photo or video that was taken within the facility and another individual appearing in that content complains, Rumble City Boxing reserves the right to ask you to remove the post.

Equipment Etiquette: The safety of our members is our number one priority. Whether you are new or a seasoned RCber, please abide by the following: use collars on the bars, keep your lifting area clean, set your plates/bar down – don't drop it, load/unload one plate per side at a time, reset squat racks, don't throw stuff against the walls, don't drop dumbbells, clean up your blood, clean up your spills, clean/sanitize the equipment after use (cleaning stations are located throughout the gym), and put away whatever you use.

Lockers: Lockers are available for rent solely for your benefit and convenience. A non-refundable fee, subject to additional terms and conditions are set forth in the required Locker Rental Agreement. You are responsible for locking your locker with a key that will be provided to you. Rumble City Boxing will remove any articles left in a locker overnight. Rumble City Boxing is not liable for any items lost. A lost key fee of 25 will be charged if the key provided is not returned by the end of the rental period.

Personal Property: You should avoid bringing valuables onto the facility. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Rumble City Boxing WILL NOT BE LIABLE FOR THE LOSS OR THEFT OF, OR DAMAGE TO, ANY PERSONAL PROPERTY OF YOU OR YOUR GUESTS, INCLUDING WITHOUT LIMITATION ANY ITEMS LEFT IN LOCKERS, 5X5S, OR ELSEWHERE IN THE FACILITY.

Lost Property: Rumble City Boxing will store lost items in the lost and found bin. Items will be donated at the end of each month.



Dress Code: You are required to wear appropriate athletic attire and footwear when using any equipment and participating in any group fitness class, training session or other activity. Rumble City Boxing may deny you use of its facility if you do not wear proper attire and footwear, as determined in Rumble City Boxing's discretion. In certain group fitness classes, located in the MMA room, you are required to remove footwear for the class as a condition of participation. In Fight Team classes, you are required to wear appropriate boxing shoes as a condition of participation.

No Outside Trainers: Use of personal trainers who are not staffed by Rumble City Boxing is strictly prohibited. You may not provide personal training services to, or receive personal training services from, any other member or guest, regardless of whether a fee is charged.

Youth: Youth who are fourteen (14) years of age or younger are not allowed on the fitness floor unless they are participating in youth programming offered by Rumble City Boxing such as Youth Boxing or unless they are accompanied by a parent or legal guardian. Youth who are fourteen (14) years of age or younger are not permitted to use the facility, lockers, and equipment, otherwise approved by staff and are accompanied by a parent or legal guardian at all times. You, as a child's parent or legal guardian, will be required to sign a liability waiver on behalf of your child before your child may participate in any youth programming or use the facility as a guest if your child is aged fourteen (14) or younger. Except when in Youth Boxing, youth must be accompanied by a parent or legal guardian at all times. Rumble City Boxing reserves the right to, in its discretion, prohibit any child who is disruptive, unsupervised, sick, or otherwise interfering with operations from participating in youth activities.

Weapons: Firearms and other weapons are strictly prohibited from being brought into the facility, even if you have a permit to carry a concealed weapon.

Service Animals and Pets: Service animals that are individually trained to work or perform tasks for individuals with disabilities ("**Service Animals**") are permitted to accompany members with disabilities to all areas of the facility open to members. Rumble City Boxing may ask you to remove your Service Animal if, in Rumble City Boxing's discretion, the animal is out of control and you do not take effective action to control it, if the animal is not housebroken, if the animal poses a direct threat to the health or safety of others or if the animal's behavior otherwise fundamentally alters the nature of the business. Rumble City Boxing reserves the right to charge you for any actual damage caused by your Service Animal. **For the safety of our members and the animals, pets and "emotional support animals" are not permitted in any area of our facility.**

Refunds: All sales are final for retail products. Exchanges can be made within two (2) business days for unused/unworn items in original packaging.

ANCILLARY SERVICES

Personal Training/Stretch Session Payment: Free trial sessions are available and at the discretion of the Coach. You are required to pay for personal training and Stretch sessions ("**Sessions**") on or before the date of the Session. Rumble City Boxing reserves the right to cancel any scheduled Session for which no payment has been received. If you use a Session that was not otherwise paid for, Rumble City Boxing will charge the credit card or other account then on-file with Rumble City Boxing.

Session Cancellation Policy: You may cancel or reschedule your Session **no less than twenty-four (24) hours before** the Session is due to start. You will be charged for the full cost of the Session or the Session will be deducted from the package if you cancel or reschedule with less than twenty-four (24) hours' prior notice or if you fail to show up to your Session. You are not entitled to any refund for or reinstatement of any late-cancelled or missed Session.

Expiration of Sessions: All Sessions have an expiration date, usually one-month after the sale of the package of sessions unless prohibited by law or a different expiration date is expressly stated in writing by Rumble City Boxing.

No Refunds of Sessions: All sales of Sessions are final and non-refundable, except as required by law. Sessions do not constitute gift cards, gift certificates, or similar instruments, have no cash value, and are non-transferable and non-descendible. Sessions may be used only during the term of the package, as stated by staff. Fitness programming and results vary by individual and specific results are not guaranteed.



Mutual Respect: Sessions are voluntary activities in which you elect to participate. You understand and acknowledge that the nature of personal training and Stretch Therapy may require close contact between you and your coach and that he or she may need to touch your body to provide adjustments and guidance as necessary. You may end your Session if you feel uncomfortable at any time. If you have any concerns as to how a Session was conducted, please raise those concerns immediately with the General Manager or Operations Manager. Rumble City Boxing upholds its staff to the highest standards of professionalism, and expects the same in return from you. If you make any inappropriate or sexually suggestive remarks or advances, your Session will be terminated immediately and Rumble City Boxing may, in its discretion, terminate your membership or take other action it deems appropriate.

Services Rendered by Rumble City Boxing: Your purchases of any Sessions are the purchase of services to be provided by Rumble City Boxing, not by any particular coach, and Rumble City Boxing reserves the right to change or substitute your coach. If you have specified a gender request for your coach and Rumble City Boxing is unable to accommodate that request for the scheduled time, Rumble City Boxing will work with you to reschedule or, if needed, cancel your Session.

Discounts: Rumble City Boxing may offer certain discounts for purchasing Sessions as a package. Any such discounts apply only to the number of Sessions purchased in the package.

ACCOUNT INFORMATION

Service Fee: For personal training, small group training, or like, a 3.99% service fee will be added to the total. Please note the 15 minimum charge on all card purchases.

Late Payment Fee: A late payment fee of 29 will be automatically applied to any memberships not paid by the due date.

Account Balance: Account balances will be charged on the same day as the monthly membership billing. Balances on account are allowed for members with autopay only.

TRANSFERRING OF MEMBERSHIP

Rumble City Boxing allows for the transfer of your membership to your family or friend, if you are unable to use it in certain circumstances such as a vacation. A transfer fee of 30 applies and the membership must have an active status, paid that month, and the type of membership must be equivalent to the newly transferred member. Price differences may occur and will be charged accordingly. You are not eligible for a transfer if you have a past-due/overdue balance or your membership is otherwise not in good standing with Rumble City Boxing.

FREEZING MEMBERSHIP

Membership Freezes: You may temporarily suspend ("Freeze") your membership as follows:

Freeze Type:	Non-Medical Freeze: Any reason other than medical.	Medical Freeze: You are medically unable to use the facility. Rumble City Boxing may require you to provide a signed letter from your doctor and/or other reasonable evidence of necessity before granting a request for a Medical Freeze.
Freeze Fee:	A Freeze Fee of 30 is non-refundable and non-cancellable, even if you subsequently elect to reduce the duration of your Non-Medical Freeze.	None



Duration: Freezes are for consecutive calendar months. Partial months freezes are not permitted.	Up to two (2) months Your membership will automatically revert to active status at the end of the requested Freeze period.	Up to six (6) months or, if pregnancy-related, up to twelve (12) months. Rumble City Boxing considers Paternity Leave as a medical freeze (up to 6 months). Your membership will automatically revert to active status at the end of the requested Freeze period.
Frequency:	May be requested up to twice a year. Members must be active for at least thirty (30) days before requesting a Non- Medical Freeze.	No limit for valid medical reasons
Billing:	Requests after your initial thirty days: Billing of monthly dues will be held for the duration of the Non-Medical Freeze. Rumble City Boxing will charge you the Freeze Fees at the start of your Non-Medical Freeze. If you have paid for your membership in full, Rumble City Boxing will charge you the Freeze Fee at the start of your Non-Medical Freeze.	Billing of monthly dues will be held for the duration of the Medical Freeze.
	For any Freeze during commitment periods or Fully Paid memberships, the expiration of your then-current membership year will be extended to account for the duration of your Freeze.	

Exclusions: You are not eligible for any Freeze if you have a past-due/overdue balance or if your membership is otherwise not in good standing with Rumble City Boxing. Please check in with front desk staff to clear a balance so we may process your freeze.

How to Request a Freeze: All Freezes must be requested on our website at <https://www.rumblecityboxing.com/freeze.html>. Requests for all Freezes must be made in advance and at least five (5) business days before the intended start date. Retroactive Freezes are not permitted.

Ancillary Services Not Frozen: Please note that any locker rental as well as expiration dates for personal training and Stretch Therapy sessions are not suspended during any Freeze.

No Use of the Facility During Freeze: Members are prohibited from group fitness classes and open gym while their membership is on a Freeze. If you check-in the facility while on Freeze, Rumble City Boxing reserves the right to revert your membership to active status, without further notice to you, and a prorate of your membership dues will be added to your membership account.

CANCELLING MEMBERSHIP

Cancellations must be requested on our website at <https://www.rumblecityboxing.com/membership-form.html>. Please note that any balances must be cleared before a cancellation can be processed.

Month-to-month Cancellation: Month-to-month's membership may be canceled at any time, with a 30-day notice prior to the next billing cycle.

Cancellation within Commitment Period: If canceling within the 12-month commitment period, the termination fee is 2x the monthly commitment amount. A 30-day notice is required prior to the next billing cycle.

Cancellation due to Relocation: You may cancel your membership within a commitment period and have the termination fee waived if you move your residence more than twenty-five (25) miles from the facility. You must provide



Rumble City Boxing with reasonable proof of your new residency. This cancellation policy is in addition to any cancellation provisions in your Agreement; however, Rumble City Boxing reserves the right, in its discretion, to limit, modify, or revoke this policy at any time and without further notice to you, subject to applicable law.

COMPLIMENTARY ITEMS

As a benefit of your new membership and otherwise from time to time, Rumble City Boxing may provide you with certain complimentary or promotional items, including without limitation, complimentary ancillary sessions, items from raffles, account credits or the like (collectively “**Complimentary Items**”). Complimentary Items are offered at Rumble City Boxing’s discretion, have no cash value and are non-refundable, non-transferable and non- descendible. Complimentary Items expire ninety (90) days after the date of issuance, unless otherwise expressly stated on a voucher or other written terms and conditions for a Complimentary Item. All applicable Rumble City Boxing Policies, including without limitation regarding booking and cancellation, apply to your use of Complimentary Items. Complimentary Items may only be redeemed and used while you are a member in good standing and will become null and void upon any cancellation of your membership. Complimentary Items will not be considered in computing the amount of any refund to which you may be entitled upon cancellation of your membership.

REFERRAL PROGRAM

How it Works: Active members are eligible to earn a one-time referral credit of 25 (Unlimited Access Member Perk: 50 credit) for each membership referral to Rumble City Boxing, subject to the following rules. Referrals are typically issued within five (5) days after the individual you referred joins Rumble City Boxing and their initial membership dues are paid. Credits can only be used to offset monthly commitment dues. Should referrals result in a 0 monthly dues, referral credits can be applied to the following month. There is no cap to referrals. Any referral credits earned through the referral program are considered Complimentary Items subject to the terms above. The referral program is a voluntary membership perk offered by Rumble City Boxing and may be modified, changed or discontinued at any time, in Rumble City Boxing’s discretion, with or without notice to you.

Who to Refer: The referral program is only valid for referrals who actually join and become new Rumble City Boxing members. You may refer anyone who you know and believe may be interested in joining Rumble City Boxing. However, the referral program does not apply to, and you will not receive a referral credit for referring any former member who re-joins Rumble City Boxing or any new member who joins and cancels within the refund period.

Eligibility to Participate: Members who have a past-due/overdue balance or are otherwise not in good standing with Rumble City Boxing, who receive a membership on a tiered basis, or are staff of Rumble City Boxing or one of its affiliates are not eligible to participate in the referral program.

Making a Referral: You may refer a friend, family member or acquaintance by completing the form on our referrals page at www.rumblecityboxing.com.

You may not generate referrals by using any robotic, automated or programmed methods, engaging in spamming or creating a website or other means to solicit referrals from individuals you do not know. Rumble City Boxing reserves the right to, in its discretion, deny a referral gift card to, permanently disqualify from the referrals program, or terminate the membership of any individual it believes is tampering with the functioning of or otherwise abusing the referrals program.



YOUR INFORMATION

Privacy Policy: We use the personal data collected through the course of your membership, including without limitation your access to and use of the facility, www.rumblecityboxing.com, MINDBODY software, and/or the Rumble City Boxing-branded mobile app (“**Digital Properties**”), in an effort to fulfill our commitment to offering and providing unparalleled member service. A summary of our Privacy Policy is provided for your convenience below. In the event of a conflict with the following summary and our Privacy Policy, the Privacy Policy will govern and control. We may periodically update the Privacy Policy and this summary, in our discretion, to reflect change in our privacy practices, the Digital Properties and applicable law. You should review the Privacy Policy from time to time to ensure you are happy with our current policies.

- **Collection of Information:** Information collected may include without limitation name and contact information, information you provide in your communications with us (including interactions on social media), demographic information, credit card and other payment information, information on how you use and interact with Rumble City Boxing and Digital Properties (including without limitation information on check-ins, class bookings, personal training and session notes and logs from your coach), browser and device information, and other information you provided to us (including without limitation information regarding health, physical condition, nutrition, fitness goals, and workout results).
- **Use of Information:** Information may be used to, without limitation, administer your membership and provide you with ancillary services such as personal training; respond to your inquiries and questions, provide special offers and promotional materials (see Marketing Communications below), communicate with you regarding your account, billing, facility updates and operational information; provide Rumble City Boxing’s products and services and otherwise satisfy Rumble City Boxing’s legitimate business purposes and needs. Information may be used to deliver you a more relevant and curated experience. Information may be combined with other information collected about you during the course of your relationship with Rumble City Boxing. Depending on the nature of the communication, Rumble City Boxing may contact you by mail, email, telephone, text or other means, automated or otherwise.
- **Disclosure of Information:** Information may be disclosed to third parties as needed to administer your membership and operate Rumble City Boxing’s business, including without limitation for compliance, legal and protection purposes. Rumble City Boxing may share your information with its affiliated companies, including without limitation. Furthermore, who may use your information for their own business needs, including without limitation to send you communications on their behalf. Rumble City Boxing may share with third parties certain aggregated and/or anonymized data with third parties that may include your information but does not identify you. In the event of a merger, sale of the business or other corporate transaction, information will be transferred to the relevant third party without notice to you.
- **Marketing Communications:** Rumble City Boxing may use your personal data to provide special offers, promotions and information about Rumble City Boxing and our service offerings to you. We may also use your personal data to determine if you are eligible for certain offers – for example, discounted membership rates offered to your company’s employees. We may also send you newsletters and information about products, services and promotions of our business partners and affiliates that we think you may find interesting.

Where required by applicable law, we will obtain your consent to send you marketing communications. If you do not wish to receive any marketing emails, you can opt out of future mailings by clicking on the unsubscribe link located on the bottom of the relevant email. If you are a member and have established an account on the Digital Properties, you can also unsubscribe at any time by logging in and adjusting your communications preferences. Although we strive to update our email list as frequently as possible, you might receive another promotional email before we are able to remove you from our lists. If you are a member, please note that even if you opt-out of receiving promotional emails, you will continue to receive administrative and operational communications regarding your membership, such notices regarding billing or facility closures, as described above.