

Terms of Service

These terms of service relate to any services provided by Studio Steel LLC (“Studio Steel”) to its guests (those guests, “Guests” any individual guest, “Guest”). These terms outline the relationship and obligations between Studio Steel and Guest for any classes or workshops attended (the “Classes”, any individual class or workshop, a “Class”).

Studio Steel reserves the right, at its sole discretion, to change, modify, add or remove portions of the Terms of Service, at any time. You are responsible for periodically reviewing the Terms of Service for changes. By continuing to use Studio Steel, you accept any changes at the time they are implemented.

BY SIGNING A WAIVER, REQUESTING SERVICES, PAYING FOR CLASSES, OR OTHERWISE ENGAGING STUDIO STEEL, GUEST EXPRESSLY AGREES TO BE BOUND BY ALL OF THESE TERMS OF SERVICE. IF GUEST DOES NOT AGREE TO ALL OF THE TERMS OF SERVICE, GUEST SHOULD NOT ENGAGE STUDIO STEEL.

Studio Steel strives to provide the Class in a quality manner to ensure our Guests have a pleasant experience. As such, all Guests are required to abide by the policies of Studio Steel and agree to the terms as described in these terms of service.

1. **Duties of Studio Steel.** Studio Steel will ensure the studio and all facilities used by Guest are clean and sanitary for use and provide Guest with the proper equipment and information to fully experience the benefits of the Classes.
2. **Studio Policies and Waivers.** These terms of service incorporate by reference any studio policies posted or delivered to Guest by Studio Steel and waivers signed by Guest at each Class. Guest agrees to abide by all studio policies.
3. **Photo Authorization.** Guest irrevocably authorizes Studio Steel to take photographs or videos of Classes. Guest authorizes Studio Steel to publish, reproduce or otherwise use name of Guest, or the voice and likeness of Guest for advertising, marketing, instruction, art, trade or any other lawful purpose at Studio Steel’s discretion.
 - 3.1. **Grant of Permission.** Guest grants Studio Steel the absolute right and permission, without restrictions, to make, copyright, and/or use, re-use, or publish said photographs/video footage of Guest in which Guest may be included in whole or in part, and waive any right to inspect or approve the finished printed materials, videos or web sites where Guest’s image appears. Guest consents that Guest’s name and identity may be revealed.
 - 3.2. **Release for Actions.** Guest releases Studio Steel and those acting pursuant to its authority from liability for any violation of any personal or proprietary right Guest may have in connection with such use.
 - 3.3. **Property of Studio Steel.** Guest understands that all such recordings, in whatever medium, shall remain the property of Studio Steel.
 - 3.4. **Waiver of Right to Payment.** Guest waives any right to payment or compensation for such appearance in these printed documents, videos, or web sites in any and all future uses of the photographs or video footage.
4. **Arrive Early.** Guest is asked to arrive at least 10 minutes prior to any Class to allow ample time to check in and prepare for the Class. Arriving late will limit the time for any scheduled Class.
5. **Class Reservations.** All Classes will start and end on time so that Studio Steel’s schedule is not delayed.
 - 5.1. **MindBody.** Studio Steel uses MindBody software to schedule Classes. Guests will use MindBody to pay for, reserve, or reschedule Classes.
 - 5.2. **Late Arrivals.** Any Guest that arrives after the ten (10) minute warm-up period during a Class will be considered late and will not be allowed to participate in the Class and will be charged the full Service value of the Class.

- 5.3. **Rescheduling Classes.** Guest may reschedule or cancel a reserved Class up to 24 hours prior to the Class start time.
- 5.3.1. **Subject to Availability.** Rescheduling a Class is subject to availability. Each class is limited to ten (10) Guests.
- 5.3.2. **Wait List.** Each Class will have a waitlist for up to three (3) spaces. The waitlist may be accessed through MindBody.
- 5.4. **Late Cancellations.** Studio Steel reserves the right to charge the full Service value if cancellation is not made more than 24 hours in advance of the scheduled Class.
- 5.4.1. **Last Minute Rescheduling.** Last minute changes to scheduled Classes may occur from time to time at no expense to Guest. In the event of a scheduling issue, Studio Steel may cancel a scheduled Class or change the Class from instructor lead, to “Open Pole” format in the sole discretion of Studio Steel.
- 5.4.2. **Last Minute Cancellations.** Last minute cancellations, which are defined as any cancellation of less than 24 hours notice, shall be subject to a late fee of \$10.
- 5.4.3. **Not Showing Up for Classes.** If a Guest does not attend a class that has been scheduled without any notice, Guest will be charged 100% of the Class value with no refund or credit.
- 5.5. **Failure to Use.** If a Guest fails to schedule any Classes within three (3) months of purchase, any Classes purchased will be forfeit and no refund will be provided.
- 5.5.1. **Stay of Account Packages for Health Issues.** If Guest, for any reason as described in writing by a physician, is no longer able to participate in Classes, all Classes or packages purchased by Guest may be held until such time as Guest is able to participate in the Classes. Any such stay of account is in the sole discretion of Studio Steel.
6. **Refunds.** All Class sales, retail sales, and gift certificate sales are final. No refunds are available for any purchases. If Guest has paid for a specific Class, but Guest’s needs change, Guest may, in the sole discretion of Studio Steel, receive a credit to be used for other Classes.
7. **Warranty or Studio Error.** If something goes wrong during any Class and the issue is the fault of Studio Steel or a malfunction of equipment used to provide such Class, Studio Steel may, in its sole discretion, offer Guest a make-up Class.
8. **Age Requirements.** Guest must be at least 18 years of age to participate in any Classes without the approval or accompaniment of an adult. If Guest is under 18 years of age and a parent or guardian agrees to these terms and signs a waiver for the minor, the minor may participate in the Classes.
9. **Special Conditions.** Guest agrees to notify Studio Steel of any special needs or circumstances that may cause any modification or alteration of the Classes for the well-being of Guest. In such circumstances, Studio Steel may require a note from a physician prior to permitting Guest to participate in the Classes.
10. **Respectful Environment.** As a courtesy to other Guests, Guest agrees to maintain a respectful level of conversation in the studio. Cell phones and other devices must be silenced prior to entering the studio.
11. **Prices Subject to Change.** Although Studio Steel makes every effort to keep its website and Class menu updated, prices and Classes are subject to change at any time. Studio Steel reserves the right to refuse Service at any time, to anyone, for any reason.
- 11.1. **Packages.** Studio Steel offers packages in tiered levels of five (5), ten (10) or twenty (20) classes. Such packages are nonrefundable and subject to any terms of the packages as well as the scheduling policies outlined above and any other policies posted by Studio Steel.

11.1.1. **Expiration of Packages.** All Classes purchased through a package must be used within six (6) months of the date of purchase or they will be forfeit and no refund will be provided.

11.1.2. **Using Packages Before Expiration.** If a Class is booked prior to expiration of the package, then such package will be considered to have been used, even if the Class is for a date after the expiration of the package. Such pre-bookings are subject to the cancellation requirements stated above.

11.2. **Memberships.** Memberships to the Studio are available subject to any policies surrounding such memberships.

11.2.1. **Automatic Renewal.** Monthly memberships will be automatically renewed each month unless cancelled in writing prior to the renewal date.

11.2.2. **Automatic Debit.** Membership fees shall be automatically debited on such renewal date.

11.2.3. **Cancellation.** Annual memberships are available for a discounted rate. Cancellation of any annual membership is subject to a \$200 cancellation fee before the anniversary of such term.

11.2.4. **Subject to Policies.** Any memberships shall be subject to policies of Studio Steel posted or provided at the time an offer for Membership is made.

11.3. **Gift Certificates.** Gift Certificates may be made available for specified Classes, packages, or dollar amounts.

11.3.1. **Nonrefundable.** Gift certificates are nonrefundable and may only be used as credit for purchase of Classes or retail items offered by Studio Steel.

11.3.2. **Use of Gift Certificates.** Gift Certificates are not redeemable if lost or stolen.

11.3.3. **Scheduling Services with Gift Certificates.** Gift certificates will be used in the same manner as payment for Classes and the scheduling and cancellation policies stated in these terms will also apply to any amount spent with a gift certificate.

11.4. **Discounts.** Any discounts offered by Studio Steel will be subject to certain restrictions as stated at the time a discount is offered and are subject to change at any time and may be revoked by Studio Steel prior to your acceptance of such discount. Discounts available to first time Guests may not be used again if Guest schedules a Class with a discount, and fails to appear for such Class.

12. **Payment.** Guest agrees to pay Studio Steel any service fee or Additional Charges for services rendered within 15 days of Class. If payment is not made at the time required, any unpaid balance is subject to interest charges of 21% per annum or the highest interest rate allowed by law, whichever is less.

13. **Service Fees and Other Charges.** When the Classes are scheduled, but before any Class has been attended, Guest must pay for the Classes. If Guest requests additional Studio Steel Classes or fees are incurred by Guest, such additional costs will be charged as "Additional Charges". Guest agrees to pay such Additional Charges and agrees that any additional Services resulting in Additional Charges will be subject to these terms of service. Charges that may be applied for the Services can include, but are not limited to:

13.1. **Additional Cleaning.** There will be an Additional Charge for any additional cleaning fees required as a result of Guest's use of the facilities.

13.2. **Damage to Equipment.** If any of the equipment is damaged as a result of Guest's use of the Services or facilities through no fault of Studio Steel, there may be an Additional Charge.

13.3. **Damage to Property.** If any property of Studio Steel is damaged as a result of Guest's use of the facilities, there may be an Additional Charge.

- 13.4. **Hazardous Waste Disposal.** If hazardous waste must be removed from the studio as a result of Guest's use of the Service, there will be an Additional Charge for hazardous waste disposal.
- 13.5. **Sales Tax.** Guest shall, in addition to the other amounts payable under these terms of service, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the Services provided under these terms of service.
14. **Credit Card Authorization.** Guest authorizes Studio Steel to process and charge Guest's credit or debit card account for any and all amounts due in these terms of service. This authorization includes any Additional Charges incurred. Guest acknowledges receipt of the goods and services indicated in these terms of service and agrees to perform the obligations set forth in their Cardholder Agreement with the issuer of the credit card. Credit card transactions must be approved before they are accepted as payment.
15. **Costs of Collection.** Guest agrees to pay all collection costs, including legal fees, incurred by Studio Steel in pursuit of collecting payment. Once collected, payments will be applied first to costs incurred for collecting, next to accrued interest and finally to the principal owed. Interest begins accruing from the due date. Guest agrees that any claim for price adjustment shall not be reason, cause, or defense for failure to make full payment of the amount owed in these terms of service.
16. **Visitors.** Studio Steel is unable to accommodate visitors accompanying Guests into a Class including those complying with the age restriction policy. All individuals who are not participating in a Class must remain in the reception area.
17. **Breach.** Failure of Guest to follow any policies, make any payment when due, or comply with these terms of service shall be considered an Event of Breach.
- 17.1. **Remedy for Breach.** If an Event of Breach occurs, Studio Steel may exercise the following remedies without being in breach of these terms of service or waiving any other rights or remedies available under these terms of service and applicable law:
- 17.1.1. **Cease Services.** At any time after an Event of Breach, Studio Steel may cease allowing Guest to participate in Classes until such Event of Breach is cured to the satisfaction of Studio Steel.
- 17.1.2. **Refusal of Service.** At the option of Studio Steel, Classes may be refused indefinitely to Guest on an Event of Breach.
- 17.1.3. **Charge Fees against Guest Account.** If Guest has paid for any packages or other Classes that have not yet been received by Guest, Studio Steel may charge any Additional Charges against such Services and refuse service to Guest until the account is paid in full. In no event will this option be construed to limit Studio Steel's ability to collect the full value of any Additional Charges, fees for Classes, interest, or other fees as described in these terms of service.
- 17.1.4. **Forfeit of any Fees.** If Services are refused indefinitely, any fees paid to Studio Steel for Classes will be forfeit and will not be refunded.
- 17.1.5. **Security.** If Guest cures any Event of Breach and Studio Steel does not exercise any of the rights listed above, Studio Steel may, at its discretion, require security acceptable to Studio Steel to continue offering Classes to Guest after an Event of Breach.
18. **Notices.** Studio Steel may notify Guests of changes or additional policies or other items by communicating with Guest via phone, email, mail, or by posting in the studio. Guest is considered to have received any notice delivered by Studio Steel if such notice is delivered to the most current information Guest has provided to Studio Steel or posted in the studio.
19. **Email Correspondence.** Guests agree for Studio Steel to send email information. Some of which will be automated. Some information may be delivered through an email service. Guest agrees to maintain an up-to-date email address.

If Guest opts out of receiving communications from Studio Steel, Guest may not receive important information vital to the Services.

20. **Pronouns.** All pronouns and any variations shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require.
21. **No Warranties.** Studio Steel makes no warranties, express or implied, regarding any Services and how Guest may react or experience such Services. Guest agrees to indemnify and hold Studio Steel harmless against any and all claims, costs, and expenses, including attorney's fees. These claims may include, but are not limited to:
 - 21.1. **Property Damage.** Any claims of property loss or damage.
 - 21.2. **Any other claims.** Guest releases Studio Steel from any claims arising from the Services.
22. **Severability.** Each provision of these terms of service shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of these terms of service which are valid, enforceable, and legal.
23. **Failure to Enforce Rights.** Failure by Studio Steel to enforce any rights in these terms of service shall not be construed as a waiver of those rights or an amendment to these terms of service.
24. **Construction.** These terms of service shall be interpreted and construed according to the laws of the state of Alabama and jurisdiction for any dispute arising out of these terms of service shall be in the state and federal courts located in Jefferson County, Alabama. The titles of the sections in this agreement have been inserted as a matter of convenience for reference only and shall not control or affect the meaning or construction of any of the terms and provisions of these terms of service.
25. **Entire Agreement.** This agreement sets forth all the understandings and agreements of whatever kind and nature existing between the parties concerning this agreement. Any other arrangements concerning different matters between the parties must be set forth in a separate instrument.