



A Service of Tulare Local Healthcare District

<b>Policy Name:</b>	Membership Cancellation Policy
<b>Policy Number:</b>	
<b>Version Number:</b>	001
<b>Approved by Board on:</b>	
<b>Scheduled review date:</b>	

**1.0 Initial 5-Day Right to Cancel**

You may cancel the Evolutions Fitness & Wellness Center Membership Agreement (“Membership Agreement”) within five (5) business days from the date of signing (excluding Sundays and holidays) without penalty. To cancel, mail or deliver a signed and dated notice, or send a telegram, stating your intent to cancel, to the Director of Operations at 1425 E. Prosperity Avenue, Tulare, CA. To be effective, this cancellation notice must be received by Evolutions within five (5) days of the date the Membership Agreement became valid.

**2.0 Additional Cancellation Rights**

After the initial 5-day cancellation period, you (or your estate) may cancel the Membership Agreement for any of the following reasons:

- Medical Disability: If a doctor certifies that you are physically unable to receive services for more than three (3) months.
- Death: In the event of your death, your estate will be relieved of any further financial obligations under this agreement.
- Relocation: If you move more than 25 miles from any Evolutions location (proof of new residence required).
- Service Discontinuation: If Evolutions ceases to offer the agreed-upon services.

**3.0 Cancellation Process and Refunds**

To cancel for any of the reasons above, a written notice stating the specific reason for the cancellation request must be submitted either in person or via certified/registered mail to Evolutions at the address provided. Medical cancellations require written verification from a licensed physician. Refunds, excluding the initiation fee, will be processed within fifteen (15) days. Evolutions may retain fees for services used and the cost of any goods consumed or retained by you. Total fees retained will not exceed the full contract price. Any credit or loan agreement for Evolutions services will also be returned within fifteen (15) days upon cancellation.

**4.0 Member-Initiated Cancellation**

After the paid commitment period, you may cancel your membership with thirty (30) days written notice. Cancellation takes effect on the first day of the month following the 30-day notice period, provided all outstanding fees have been paid. If you prepaid dues and are eligible for early cancellation, Evolutions will refund unused amounts. Deductions may apply for any outstanding dues. If you cancel within the commitment period, you remain responsible for dues

through the end of that period. Monthly charges will continue until Evolutions receives written notice and all dues are paid.

**5.0 Evolutions-Initiated Cancellation**

Evolutions reserves the right to suspend or cancel your membership for (i) nonpayment, (ii) breach of the Membership Agreement, or (iii) violation of any posted rules or guidelines. Evolutions may also cancel your membership without cause at its discretion. No refunds will be issued for cancellations initiated by Evolutions except as explicitly provided in the Membership Agreement. If terminated for cause, Evolutions reserves the right to retain any prepaid dues.

**6.0 Reinstatement**

A \$50.00 fee applies to reinstate any terminated, expired, or canceled membership.

**7.0 Membership Agreement Controls**

To the extent there exists contradictory language in this Policy and the Membership Agreement, as the Membership Agreement may be amended by Evolutions in its sole discretion, the Membership Agreement shall control.