

Membership Agreement and Disclosures

PLEASE PRINT CLEARLY

We use the words "you" and your to mean the Buyer. The words "we" and "our" refer to Body Indulgence.



BUYER'S NAME First	Last	Home Phone	Work Phone
MEMBER'S NAME (If other than buyer) First	Last	Date of Birth	
BUYER'S email address			
BUYER'S Current mailing address	City	State	Zip
In case of emergency call	Relationship to member	Phone	

MEMBERSHIP DESCRIPTION & PAYMENT SCHEDULE

The membership that you selected is a yearly membership (12 Months). Your membership enrollment date is _____

____ You have elected to pay for your dues on a monthly basis. Your monthly dues of \$55.00 are due on the 4th day of each month for one year or until your membership is terminated in accordance with this agreement.

____ You have elected to pay for your membership in full. Your payment of _____ is due today.

4. By signing below, I authorize Body Indulgence to charge my account specified below. The monthly dues and/or renewal amount will be withdrawn on or before the same day of each month. I understand that Body Indulgence will continue to charge my account information or cancel my membership in accordance with the terms and conditions of this agreement.



Card # _____

Name _____

Exp. Date _____

BUYER'S SIGNATURE: _____ Date: _____

5. Your membership is auto-renewable. Following the initial term, your membership will automatically continue on a month to month basis at the rate of \$55.00 per month until your membership is canceled or terminated as provided in this agreement.

6. You have the entire term of the membership agreement to use all prepaid massages. You may continue to redeem your prepaid massages after the initial term of the membership as long as your membership has been renewed and your membership dues are current.

We will use our best effort to process all your payments properly. However, we shall incur no liability if we are unable to completely process any of your payments because of the existence of anyone or more of the following circumstances:

1. If through no fault of ours, your payment account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your credit card, or your payment account or credit card does not otherwise permit the transaction to be executed; or
2. You have not provided us with the correct account information to process your payment accurately; or
3. Circumstances beyond our control, such as but not limited to fire, flood, acts of war, terrorism or the other interference from an outside force, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

For purposes of identification and billing, you agree to provide us with current, accurate, complete and updated information including your name, address, telephone number and applicable payment data. You agree to notify us promptly of any changes in your membership data.

You have the right to receive a notice of change in the event that we make any change to the terms and conditions of your membership that will vary the amount to be periodically billed to your account specified above. We will send you a notice of change at the mailing address at the top of this Agreement at least ten days prior to the effective date of such change. Except as expressly provided herein, we may modify our services or the terms and conditions of this Agreement at any time without notice and such modifications shall be deemed effective immediately upon making such changes.

We agree to sell and you agree to purchase the goods and services described above. You agree to pay us for these goods and services according to the payment schedule shown above. The terms and conditions on the other pages of this Agreement are also a part of this contract. If you agree to be bound by all of the terms in this contract, please sign your name below. All persons signing this contract are equally responsible for paying it in full.

TERMS AND CONDITIONS

- * Member agrees to follow Spa Rules and Regulations. Violation of these rules and regulations may result in suspension or cancellation of your membership. Member will be responsible for payment in full upon revocation of membership. We reserve the right to change Spa Rules, Regulations or Pricing at any time upon reasonable notice.
- * Your membership entitles you to one 1-hour massage or indulgent facial session in spa per month during the term of your membership. Each 1-hour session includes 60 minutes of hands on treatment. Your membership status must be active in order to redeem any membership benefits.
- * Our membership policy states that membership benefits can only be shared between spouses and children in the home under the age of 18. As of January 1, 2016, membership benefits can be transferred to someone other than a spouse or child under the age of 18 with a \$10 transfer fee.
- * As a member, you may also receive a discount off Body Indulgence's regular rates for certain services during the term of your membership. Your payment for retail services is due at the time of sale.
- * Inappropriate behavior from clients or therapists will not be tolerated in any manner. We request you to notify the spa administrator for appropriate action.
- * Body Indulgence can not be responsible for lost or stolen items.

CANCELLATION POLICIES AND PROCEDURES

You may cancel your appointment without charge 2 hours prior to your scheduled appointment time. If you do not call 2 hours prior to your appointment time, or do not show up for your scheduled massage, you will be charged full price for the scheduled service.

CANCELING YOUR MEMBERSHIP

1. Cancellation During Initial Term You may cancel this Agreement during the initial term of your membership upon the following conditions:
 - a) You change your permanent residence to a location more than 25 miles from Body Indulgence.
 - b) Your death or permanent physical disability.
 - c) \$150 Cancellation Fee for all early term cancellations.

All cancellation requests MUST be accompanied by written proof of relocation (copy of driver's license or utility bill) or submission of doctor's note (if medical reason is stated). If you cancel your membership during the initial term because you move more than 25 miles from Body Indulgence, you will be relieved from making payment for membership dues other than those that you received prior to your move. If you die or become disabled such that you are unable to receive all of your membership services, you or your estate will be refunded the portion of your membership dues that are applicable to services you have not received.

2. Cancellation During Auto-Renewal Term During the auto-renewal term of your membership after the 12 month contract, you may cancel your membership upon 30-day advanced written notice to the Body Indulgence Spa at which your membership originated.

All requests for cancellation of membership must be submitted in writing to the spa where your membership originated. You are responsible for all membership fees incurred until you cancel your membership in accordance with the terms of this Agreement.

We reserve the right to terminate or deny re-enrollment for an indeterminate amount of time if a customer has an unsatisfactory payment history. IF THE MEMBERSHIP ACCOUNT BECOMES DELINQUENT AND IS NOT PROPERLY CANCELLED, THIS ACCOUNT WILL BE REFERRED TO COLLECTIONS AND BUYER AGREES TO PAY ALL REASONABLE COLLECTIONS, AGENCY FEES, AND LEGAL COSTS INCURRED.

3. Delinquent Account. Body Indulgence reserves the right to cancel any delinquent accounts if no arrangements have been made within 90 days of the first failed transaction. All accrued benefits will be expired and lost at time of cancellation.

DISCLAIMER OF LIABILITY

Body Indulgence hires only licensed and/or registered massage therapists. If you have any questions, comments, or complaints about your massage therapist, please bring this to the attention of management immediately. It is your responsibility to inform the therapist of any preexisting conditions, limitations, or specific sensitivities and to inform your therapist if you feel any discomfort during the session. If you do experience discomfort, please ask the therapist to adjust the level of pressure. YOU UNDERSTAND AND VOLUNTARILY ACCEPT RISKS ASSOCIATED WITH YOUR MASSAGE OR ANY OF THE SPA'S FACILITIES, EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT BODY INDULGENCE WILL NOT BE LIABLE FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU RESULTING FROM NEGLIGENCE, OTHER ACTS OF THE SPA, ANYONE ON THE SPA'S BEHALF, OR ANYONE USING THE SERVICES OF THE FACILITIES OF THE SPA.

LATE CHARGE. If all or part of any scheduled payment is more than 10 days late, we may charge you a late fee of \$10.00

Entire Agreement. This Agreement, together with Body Indulgence's membership Rules and Regulations, constitute the entire agreement between you and us. This Agreement cannot be amended except in writing executed by both parties.

Other Rights. We may delay enforcing any of our rights without losing them. We can enforce this Agreement against your heirs and legal representatives.

Assignment. We may assign or transfer this Agreement or any of our rights under this Agreement without notice to you, except as otherwise required by law. Your rights or obligations under this Agreement cannot be assigned by you to anyone else without our prior written consent.

**YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.
YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THIS THIRD OPERATING DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU CHOOSE TO CANCEL THIS CONTRACT, YOU MUST EITHER:**

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED MAIL, RETURN RECEIPT REQUESTED; OR
2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO
Body Indulgence
2607 E. Nettleton Ave.
Jonesboro, AR 72401

YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS CONTRACT BEFORE SIGNING IT.

BUYER'S SIGNATURE _____

BUYER'S PRINTED NAME _____

DATE _____