



Membership Agreement Terms, Conditions, Rules & Regulations

In simple terms: Each month you will pay your membership dues, which covers the cost of one member massage. If you are unable to visit The Massage Center, you will still be charged the membership dues, and any unused member massages shall rollover. Upon cancellation of the membership, unused massages shall expire.

Terms and Conditions

The words “you” and “your” below are used to refer to the Buyer or Member. The words “we” and “our” refer to The Massage Center. Your membership dues will be due on the same day each month hereafter until your membership expires or is terminated in accordance with this agreement.

Your membership is auto-renewable. Following the initial term your membership will automatically continue on a month-to-month basis at a fixed rate per month until your membership is cancelled. You may cancel your membership during the initial term only in the event that you permanently relocate your residence more than 25 miles away from any of The Massage Center locations or a physician certifies that you are unable to receive massage therapy. All membership cancellations require 30 days written notice and are effective 30 days after the date received. Payments due prior to the effective date will be charged as scheduled.

You have the entire initial and renewed term of the membership agreement to use all membership massages. You may continue to redeem your membership massages as long as your membership is in effect and is paid current. Upon termination or cancellation of your membership, all unredeemed membership massages will expire.

You may cancel a massage appointment with no charge any time before the close of business on the business day preceding your appointment. Same day cancellations will be charged 50% of the scheduled service price. If you do not call to cancel or do not show up for your scheduled appointment, you will be charged full price for the scheduled service.

By signing below, I authorize The Massage Center to charge the account I have specified. Monthly dues and / or renewal fees will be withdrawn on or after the same day of each month. I understand The Massage Center may continue to charge my account or cancel my membership in accordance with the terms and conditions of this agreement. Additionally, I authorize The Massage Center to charge my credit card on file in lieu of presenting it for any services received, at my request.



The Massage Center agrees to sell, and you agree to purchase the membership, goods, and services described herein. You agree to pay The Massage Center for the membership, goods and services according to the payment schedule above. Your signature below indicates your agreement to be bound by the terms, conditions, rules and regulations of this Agreement. All of the terms and conditions in this Agreement, as well as those contained on the form entitled "Policies & Procedures" has been given to you and is part of this Agreement. All persons signing this agreement are equally responsible for payment in full.

You acknowledge receiving and reading a completed copy of this agreement before signing. You understand The Massage Center rules and regulations below and the terms in our Policies & Procedures form are incorporated into this agreement.

Rules & Regulations

1- Your Dues Based membership entitles you to a one (1) hour massage session (also known as membership massages) per month, during the term of your membership. Your Paid in Full membership allows you to redeem all membership massages immediately or as desired throughout the term of your membership. Each one hour massage session includes fifty minutes of hands-on massage and allows ten minutes for client consultation and dressing. Your membership status must be active in order to redeem any membership services, including membership massages. Your membership services are transferable to other persons only after transfer fees are paid. Transfer fees are \$10.00 per transfer and are subject to change.

2- Upon approval of your written request for membership cancellation during the initial membership term, at the discretion of The Massage Center, you may be relieved from making any future membership dues payments. If you have paid in full for membership services, at the discretion of The Massage Center, you may be refunded the future unused portion of your membership dues for any membership massages you have not yet redeemed. If you die or become disabled such that you are unable to redeem all of your membership massages, you and/or your estate will be relieved from making payment for your membership services other than those you received prior to your death or disability. If you have paid in full for your membership services, you or your estate will be refunded the future unused portion of your membership dues for any membership massages you have not redeemed. You may cancel this membership during the renewal term of the membership upon 30 day advance written notice to The Massage Center location in which you initiated your membership. You are responsible for any and all membership fees incurred until your membership is cancelled in accordance with the terms of this agreement. All cancellations and refunds under this section are effective upon the date of approval by the originating location of The Massage Center. All refunds will be for the months of membership remaining after the effective date of cancellation.



3- The Massage Center reserves the right to terminate or deny re-enrollment for an indeterminate amount of time if a customer has an unsatisfactory payment history, as determined by The Massage Center. 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 collection costs, including reasonable attorney's fees.

4- Inappropriate behavior from clients or therapists will not be tolerated in any manner. We request that you immediately notify The Massage Center management for appropriate action. The Massage Center has the right to refuse or discontinue service at any time for any reason. You agree to follow all rules and regulations. Violation of The Massage Center rules and regulations may result in suspension or cancellation of your membership. You will be responsible for payment in full upon revocation of membership.

5- We reserve the right to collect at any time any previous outstanding membership balance(s) for any other services that have not been satisfied. For purposes of identification and billing, you agree to provide The Massage Center, LLC with current, accurate, complete and updated information including your name, address, telephone number and applicable payment information. You agree to notify us promptly of any changes of your membership data. You have the right to receive a notice of change in the event that any changes to the terms and conditions of your membership are implemented that will vary the amount to be periodically billed to your account as specified in the Membership Description and payment schedule section of this agreement. The Massage Center, LLC will send you a notice of change at the mailing address you have provided at the top of this Agreement at least ten days prior to the effective date of such change. Except as expressly provide 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.

6- **DISCLAIMER OF LIABILITY** – The Massage Center, LLC only hires professional massage therapists who comply with state, city and/or local licensing requirements. If you would like to see a particular massage therapist's license or registration, please contact a manager of The Massage Center, LLC. Additionally, 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 pre-existing conditions, limitations or specific sensitivities as well as to inform your therapist if you feel any discomfort during the session. In the event that you experience discomfort, please ask the therapist to adjust the level of pressure.

You understand and voluntarily accept any risks associated with your massage or any use of the facilities used by The Massage Center, LLC. Except where prohibited by law, you agree that The Massage Center, LLC 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 center, anyone on the center's behalf, or anyone using the services of the facilities of the center.



Other Provisions 7 LATE CHARGE- If all or part of any scheduled payment is more than ten days late, we may charge you a late fee of \$10.00. Entire Agreement: This Agreement together with the MASSAGE THERAPY CLIENT WAIVER FORM, and The CANCELLATION POLICY, constitute the entire agreement between you and The Massage Center, LLC. This Agreement cannot be amended except in writing and 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 agreement at the time you sign it. You may cancel this agreement at any time before midnight of the third operating day after receiving a copy of this agreement. If you cancel this agreement within the three-day period, you are entitled to a full refund of your money less a fee equal to the value of any services received. If the third operating day falls on a Sunday or a holiday, notice is timely given if mailed or delivered as specified in this notice on the next operating day. Refunds must be made within thirty operating days of receipt of cancellation notice by the center. "Operating day" means any day on which patrons may inspect and use the facilities and services of the center during a period of at least eight hours. All cancellation requests must include: A signed and dated written notice of cancellation by registered mail, return receipt requested Or A personally delivered written notice of cancellation signed and dated by the member delivered written notice of cancellation signed and dated by the member.