

Massage Program Agreement

The words "you" and "your" mean Body in Balance Massage Therapy LLC (and the Buyer signing below with respect to payment). The words we, our, and us refer to Body in Balance Massage Therapy LLC. Which will be refer herein to as Body in Balance. **Initial where instructed.**

Balance Membership Program which gives access to exclusive discount and member pricing for our services. At our sole discretion, we may change any terms or conditions of this Agreement or the features, services, or benefits provided under this Agreement or the Membership Program. We will notify you, at the email or other address you provide in this Agreement or any updated address you subsequently provide, at least 45 days in advance of such changes becoming effective.

You are entitled to the Wellness Benefits on Wellness Benefits the terms and conditions described below.

One 60, 90, or 120 -minute Custom Massage session monthly.

Additional Custom Massage at a discounted member rate.

Discounts on other additional services and specified retail products. For such as but not limited to Essential oil and candles and personal massage equipment as well.

Cancel/Reschedule Sessions: You may cancel or reschedule an appointment with no charge by giving us notice no less than 24 hours preceding your appointment. Same day cancellations 30 dollars service fee or half of one accrued but unused monthly session. If you do not call to cancel and do not show up for a scheduled appointment, you may be charged the full-service price at the rate specified in this Agreement or one full accrued but unused session.

Transfer Services: Member benefit or discount are non-transferable.

**Intials** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initial Term: Balance Massage Program Initial Term begins on and ends on the first day of the month. The Massage Program will thereafter automatically renew and continue on a month-to-month basis until cancelled by you or terminated by us in accordance with the terms of this Agreement.

Payment(s): You've elected to pay for your Massage Program:

On a monthly basis in the amount of \$55, 77.50, or \$100 which will be automatically charged to your credit card on file on the first day of each month until this Agreement is cancelled by you or terminated by us in accordance with this Agreement. This depends upon the package you've selected. Our monthly memberships are \$55 a month (60 minutes), \$77.50 (90 minutes), \$100 (120 minutes). Following the initial term, we will give you at least 45 days' advance written notice of any increase in the monthly payment to your email address on record with us or to your last physical address known to us and such notice shall be effective on the date sent.

You will be able to redeem all Massage Benefits immediately

During the Initial Term, you may cancel this Agreement if: (A) you provide a written statement from your medical provider certifying that you are unable to receive massages for medical reasons; or (c) other

extenuating circumstances exist that we decide in our sole discretion permit you to cancel during the Initial Term.

After the Initial Term, you may cancel this Agreement at any time upon written notice as provided herein. All cancellation requests must be submitted in writing to us at the above address or by email at Payton@bodyinbalancemj.com and will become effective ten (10) days after the cancellation request IS received by us. Any payments due under this Agreement prior to the cancellation effective date will be charged by us as scheduled.

Accrual of Massage benefits: If you pay in full prior to or at the time of signing of this Agreement, you Will be able to redeem all Massage Benefits Immediately. If you pay monthly, your Wellness Benefits will accrue monthly and may be used after each monthly payment is received provided you are an active member.

Use of Accrued but Unused Massage Benefits: If your Agreement IS not renewed, IS cancelled, or IS terminated for any reason (other than for any Inappropriate conduct by you), you Will have a 60-day period after such nonrenewal, cancellation, or termination to redeem any accrued but unused Massage Benefits.

UPON EXPIRATION OF THE SIXTY (60) DAY PERIOD AFTER NONRENEWAL, CANCELLATION OR TERMINATION, ALL ACCRUED BUT UNUSED MASSAGE BENEFITS SHALL EXPIRE AND YOU WILL NO LONGER HAVE THE RIGHT TO USE ANY ACCRUED BUT UNUSED WELLNESS BENEFITS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO RIGHT TO RECEIVE ANY REFUNDS OR CREDITS OF ANY KIND UNDER ANY CIRCUMSTANCES FOR ANY UNUSED WELLNESS BENEFITS, INCLUDING WITHOUT LIMITATION ANY UNUSED MESSAGES. We may, in our sole discretion, extend the time period for you to redeem accrued but unused Wellness Benefits, but we are not obligated to do so. Any such extension must be in writing signed by you and us.

To the best of our requirements massage therapist are hired by us. Ask us if you would like to see a particular massage therapist's license or certification. You understand that the services we provide are not a replacement for medical care, should not be construed as a substitute for medical examination, diagnosis, or treatment, that no medical diagnosis Will be made, and that you should see a medical provider for any medical issues you may have. You should consider consulting your physician before participating in any massage or stretching regimen. It is your responsibility to inform us of any pre-existing conditions, Imitations, or specific sensitivities. Male/female genitalia and women's breasts Will not be exposed or massaged at any time. Modest draping will be used during each of your services. If you do experience discomfort or pain or are uncomfortable for any reason during a service, you agree to Immediately ask the therapist to adjust the manipulation, draping, pressure, heat, or environment (or, if you prefer, you can ask the therapist to end the service at any time). If you have any concerns about your therapist, you agree to bring it to our attention immediately following your service. Inappropriate or illegal conduct will not be tolerated in any manner. We may, in our sole discretion, refuse or discontinue a service If we determine such service may be unsafe or cause discomfort for you or if you engage in any Inappropriate conduct as determined by us in our sole discretion. We reserve the right to terminate or refuse to renew your Agreement for any reason not prohibited by law including, but not limited to, an unsatisfactory payment history. We reserve the right to collect at any time any delinquent or outstanding balance(s) that has not been paid for any services provided or monthly payments owed. 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 information, including your payment data and you understand that this Agreement only entitles you to the benefits set forth herein.

For residents of all US states except California, Mane, and Utah residents: 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.

By signing below, you authorize us to automatically charge the card you have specified. Monthly payments will be automatically charged on or after the same day of each month until you cancel this Agreement in accordance with its terms. You understand we may continue to automatically charge your card or terminate this Agreement in accordance With Its terms. Additionally, you authorize us to automatically charge your card in lieu of presenting it for any services received.

Payment Method: Visa

Credit Card ending in:

ID # & State: TN

**Initials** \_\_\_\_\_

**ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION**

By signing below, you understand, acknowledge, agree and hereby voluntarily accept all risk and responsibility associated with the services provided and use of any of the facilities at Body in Balance Massage Therapy. You hereby waive all claims, assume all liability, and release, hold harmless, indemnify, and agree to defend us (including our affiliates, agents, and employees), from liability for any injury, claim, cause of action, suit, demand, and damages (including, without limitation, personal, bodily, or mental injury, property damage, economic loss, consequential damages, and punitive damages), arising from or related to (1) your failure to disclose any pre-existing conditions, Imitations, or sensitivities; (2) your failure to Inform your therapist of discomfort or pain during or at the end of the service. You further expressly agree that this Assumption of Risk, Release, Waiver of Liability, and Indemnification IS Intended to be as broad and Inclusive as permitted by law and that if any portion of it is held invalid, the balance shall be valid and continue in full legal force and effect These provisions are binding on your estate, family, heirs, administrators, personal representatives, and assigns.

YOU ACKNOWLEDGE AND AGREE THAT YOU UNDERSTAND THE PROVISIONS CONTAINED WITHIN THIS AGREEMENT, HAVE HAD ADEQUATE TIME TO REVIEW SUCH PROVISIONS BEFORE SIGNING, ACKNOWLEDGE AND AGREE THAT YOUR CONSENT TO THESE PROVISIONS IS GIVEN IN EXCHANGE FOR OUR RENDERING OF SERVICES, AND AGREE THAT THESE PROVISIONS APPLY AT EACH VISIT TO BODY IN BALANCE LOCATION.

**MEMBER SIGNATURE**

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**MEMBER NAME PRINTED**

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**BUYER SIGNATURE (if different than Member)**

\_\_\_\_\_

**BUYER NAME PRINTED**

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