



MEMBERSHIP CONTRACT

Member's Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____ Cell: _____
E-Mail Address: _____

MEMBERSHIP DESCRIPTION & PAYMENT SCHEDULE

- You have selected Massage Membership @ \$65 per month, entitling you to one 50 minute massage per mo.
- You have selected Massage Membership @ \$110 per month, entitling you to one 80 minute massage per mo.
- You have selected Facial Membership @ \$65 per month, entitling you to one 50 minute Simple Signature Facial per month.

Additional membership benefits include:

50 minute massages for \$65

80 minute massages for \$110

50 minute Simple Signature Facial for \$65

\$10 off Skin Renewing Scrub, Hydrating Wrap

20% off Anti-Aging Facial (with or without kinetic dermabrasion), Kinesio Taping, Express Menu and Enhancement/Upgrades

\$10 off gift certificates

\$10 off services to members of your household

This is a 6 month membership with an enrollment date of _____. The initial term of your membership expires on _____.

By signing below, I authorize West Orange Massage Therapy to charge monthly dues to my credit card by the 5th of each month. I understand that West Orange Massage Therapy will continue to charge my account as stated above or may cancel my membership in accordance with the terms and conditions of this agreement.

Signature _____

TERMS AND CONDITIONS

Massage Membership is valid only for Relaxation, Therapeutic, Sports, Pregnancy Massage, and CranioSacral Therapy Treatments. Facial Membership is valid only for Simple Signature Facials.

We will use our best efforts 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 any 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.

Your massage/facial membership entitles you to one massage/facial per month of a duration stated above during the term of your membership. Your membership services are not transferable to any other person or entity.

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.

CANCELLATION POLICY & PROCEDURE

CANCELLING YOUR APPOINTMENT: You may cancel your appointment without charge anytime 24 hours before your appointment. Same day cancellations will be charged 50% of the scheduled service price. If you do not call or show for your scheduled appointment, you will be charged full price for the scheduled service.

CANCELLATION OF MEMBERSHIP 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 30 miles from West Orange Massage Therapy which **MUST** be accompanied by written proof of relocation (e.g., copy of driver's license or utility bill)
- b) Your death or permanent physical disability

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.

DISCLAIMER OF LIABILITY

You understand and voluntarily accept any risks associated with your treatment or the use of our facilities. Except where prohibited by law, you agree that West Orange Massage Therapy will not be liable for any injury, including, and without limitation, personal, bodily, or mental injury, economic loss, or any damage to you resulting from negligence, other acts of West Orange Massage Therapy, anyone on West Orange Massage Therapy's behalf, or anyone using the services and/or facilities of West Orange Massage Therapy.

OTHER PROVISIONS

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.

NOTICE TO CUSTOMER: 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 THE THIRD OPERATING DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU CHOOSE TO CANCEL THIS CONTRACT, YOU MUST EITHER: SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED MAIL, RETURN RECEIPT REQUESTED; OR PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

West Orange Massage Therapy
1218 Vineland Road (SR 535), Suite 124
Winter Garden, FL 34787

This agreement may not be amended except by an agreement in writing duly authorized and executed by both parties. The waiver of any breach of any provisions of this agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach by said party either of the same or of another provision of this agreement. This agreement contains the entire agreement between the parties and no statement or promise made by either party or the agent of either party that is not contained in this agreement shall be valid or binding. Invalidation of any of the provisions of this agreement shall not affect the validity of the remainder of this agreement. This agreement may not be assigned by the client. In the event that West Orange Massage Therapy must consult with legal counsel or commence legal action to enforce this agreement, it shall be entitled to recover its attorney's fees and costs incurred in conjunction therewith. This agreement shall be construed in accordance with the laws of the State of Florida. The parties agree that venue and jurisdiction shall be proper only in Winter Garden, Florida.

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

Signature: _____

Name: _____ Date: _____