

Healing Life Massage, LLC
(317) 483-3409
10 East Main Street, Mooresville, IN 46158
6 Month Wellness Program Agreement

Membership Description & Payment Schedule

Your membership term begins on **day of purchase** and expires **6 months after purchase date**.

Your membership down payment due today is **\$40.00**.

Your membership dues of **\$40.00** will be due **following month after purchase on day of choosing** and then due on or after the same day of each month thereafter until your membership expires or is terminated in accordance with this agreement.

____ Your initial membership is for the term above, and thereafter is auto-renewable. *Following the initial term, your membership will automatically continue on a month-to-month basis at **\$40.00** until your membership is cancelled.* During your initial term, you may cancel your membership only in the event that: a.) you permanently relocate your residence more than 25 miles away from your original residence and such relocation also puts you more than 25 miles away from any Healing Life Massage. b.) a physician certifies that you are unable to receive clinic services. All cancellation requests MUST be accompanied by written proof of relocation (ex. executed mortgage or rental agreement, utility bill, car insurance) or submission of your physician's statement indicating that you can no longer receive medical services. All cancellation requests must be submitted in writing and will become effective 30 days from the day of cancellation was processed. Payments due prior to the effective date will be charged as scheduled. You may use your membership services for 30 days after your final payment has been processed. No refunds will be given for any remaining unused sessions.

____ You have the entire calendar month to receive your monthly service. Any unused services will roll over as accumulated services. You may only redeem unused services once in a month. You may continue to redeem your membership services as long as your membership is in effect and current. Upon termination or cancellation of your membership for any reason, all unredeemed membership services will expire 30 days after the final membership payment has been processed.

____ You may cancel or reschedule an appointment with no charge at any time before the close of business the day prior to 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 appointment, you will be charged full price for the scheduled service.

____ As a member you will receive discounts on services and products for additional fees.

TERMS & CONDITIONS

Your dues based membership entitles you to a (1) 60 minute in clinic massage once each month as long as payments are in effect and current. Any unused services will roll over as accumulated services. You may only redeem unused services once in a month. Your membership status must be active in order to redeem any massage membership services. You may transfer any unused services to a friend or family member for a 20% transfer fee based on the \$40.00 monthly fee. You may opt to transfer your entire membership to a friend or family member for a 20% transfer fee based on the remainder payments of the original 6 month agreement.

You may cancel your membership in the event that: a.) you permanently relocate your residence more than 25 miles away from your original residence and such relocation also puts you more than 25 miles away from Healing Life Massage. b.) a physician certifies that you are unable to receive clinic services. All cancellation requests MUST be accompanied by written proof of relocation (ex. executed mortgage or rental agreement, utility bill, car insurance) or submission of your physician's statement indicating that you can no longer receive medical services. c.) you may opt to buy out of your membership by paying the amount of the months remaining from the initial term. All cancellation requests must be submitted in writing and will become effective 30 days from the day of cancellation was processed. Payments due prior to the effective date will be charged as scheduled. You may use your membership services for 30 days after your final payment has been processed. No refunds will be given for any remaining unused sessions. If you die or become disabled such that you are unable to redeem all your membership services, you and/or your estate will be relieved from making payment for membership services other than those you received prior to your death or disability. You may cancel this membership during the renewal term of the membership upon 30 day advance written notice to Healing Life Massage. All cancellations and refunds under this section are effective upon the date of approval of proper documentation by Healing Life Massage. All refunds will be for the months of membership remaining after the effective date of cancellation. You may opt to buy out of your membership for the cost of the remaining amount due of your membership.

We reserve the right to terminate or deny re-enrollment for an indeterminate amount of time if a member/customer has an unsatisfactory payment history. Inappropriate or illegal behavior by clients or staff will not be tolerated in any manner. We request that you immediately notify the location manager about inappropriate behavior. We have the right to refuse or discontinue service at any time for any reason. You agree to follow all location rules and regulations. Violation of location rules and regulations may result in suspension or cancellation of your membership. You will be responsible for payment in full upon revocation of membership.

We reserve the right to collect at any time any delinquent or outstanding balance(s) that has not been paid for any service or fees 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 of your membership data.

DISCLAIMER OF LIABILITY: Healing Life Massage 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 license please contact the location manager. Additionally, if you have any questions, comments, or complaints about your massage therapist please also immediately bring this to the attention of the location manager. 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 LOCATIONS FACILITIES. YOU AGREE THAT HEALING LIFE MASSAGE 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 LOCATION/CLINIC, ANYONE ON THE CLINICS BEHALF, OR ANYONE USING THE CLINICS FACILITIES. Healing Life Massage is not responsible for lost or stolen articles or items.

Entire Agreement: This agreement together with Healing Life Massage's rules and regulations posted in the TERMS & CONDITIONS section of this agreement, constitute the entire agreement between you and us.

OTHER RIGHTS: We may delay in enforcing any of our rights without losing them. Your rights or obligations under this agreement cannot be assigned by you to anyone else without our prior written consent. In the event of a location/clinic closure (fire, flood, etc.) you will be directed to the nearest location/clinic.

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 SIGNING 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 THE 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 THE CANCELLATION NOTICE BY THE LOCATION/CLINIC. "OPERATING DAY" MEANS ANY DAY ON WHICH PATRONS MAY INSPECT AND USE THE FACILITIES AND SERVICES OF THE CLINIC DURING A PERIOD OF AT LEAST EIGHT HOURS. ALL CANCELLATION REQUEST MUST INCLUDE:

- 1.) SEND ALL 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 THE LOCATION/CLINIC.