

MEMBERSHIP CONTRACT SAMPLE

*Terms and conditions incorporated by reference and attached hereto. Terms and Conditions of Rental Agreement.

1. **The Business, LLC AGREES:**

- a. that the client is charged monthly, on the same billing date, for \$59.
 1. Billed Client get 1 (one) 60 minute massage for that charge.
- b. Additional sessions during that month and during a valid contract are at 15% off- unlimited.
- c. This includes all entire menu of one hour, 90 minute and 2 hours sessions.
- d. This does NOT stack with other other offers.
- e. Client will always be charged the lower price- the membership price or the sale price for additional sessions. *Sessions ARE transferable for a \$5 fee- no limitation

2. **The Client Agrees:**

- a. If you cancel before the end of your six months, you will be charged the difference between what you paid for any massages you have received and their full price.
- b. At the end of your 6 month contract, you can opt in to continue your membership on a month to month basis, canceling at anytime without the penalty of paying the difference between membership price and full price.
- c. Sessions roll over for one billing cycle to the next- one time only. If you have 2 sessions on file that have not been used, you will be given until your next billing date to use them.
- d. Once you have 3 sessions on file, your account is suspended for up to 60 days until you have used the sessions on file.
- e. If at the end of 60 days you have not used your sessions, your contract is terminated, you will be issued Gift Certificate for the amount of money you had paid for the sessions left on file, minus the difference between the membership price and the full price.
- f. To maintain the ability to make payments via ACH or other acceptable payment method.

3. **Severability:** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

8. **No Waiver:** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any

such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

11. Mandatory Arbitration: Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then decide a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Assignment of Rights: The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party

13. Modification of Agreement: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

14. Entire Agreement: This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. No oral agreements have been entered into between the parties. This Lease, and the Rules and Regulations and policy changes herein referenced constitute the entire agreement of the parties. This Lease is binding upon the parties hereto and their respective heirs, successors, and assigns.