



East County Wellness Center

Membership Agreement & Disclosures
(PLEASE PRINT CLEARLY)

Membership # _____

BUYER'S NAME: _____

BUYER'S CELL PHONE NUMBER: _____

BUYER'S WORK PHONE NUMBER: _____

EMAIL ADDRESS: _____

MEMBER'S NAME: _____

MEMBER'S ADDRESS: _____

STREET	CITY	STATE	ZIP
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MEMBER'S CELL PHONE NUMBER: _____

MEMBER'S WORK PHONE NUMBER: _____

EMAIL ADDRESS: _____

Payment information: AMEX MC VISA Credit Card/Bank Acct ending in last 4 #'s _____

MEMBERSHIP DESCRIPTION & PAYMENT SCHEDULE

1. You have selected the **Wellness Gold / Platinum Plan. (select one)**
2. You have elected to pay for your dues on a monthly basis. Your monthly dues of _____ are due on _____ and the same day each month hereafter until your membership expires or is terminated in accordance with this agreement.
3. Your membership enrollment date is _____ and the initial term of your membership expires on _____.
4. By signing below, I authorize East County Wellness Center to charge my account specified below. The monthly dues and/or renewal amount will be withdrawn on or before the same day of each month. I understand that East County Wellness Center may continue to charge my account information or cancel my membership in accordance with the terms and conditions of this agreement.
5. Your membership is auto-renewable. Following the initial term, your membership will automatically continue on a month-to-month basis at prevailing rates until your membership is cancelled or terminated as provided in this agreement.
X _____ **BUYER'S INITIALS**
6. You have the entire term of the membership agreement to use all of the pre-paid massages. You may continue to redeem your pre-paid massages after the initial term of the membership as long as it has been renewed and your membership dues are current.

X _____ **BUYER'S INITIALS**

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 one or more of the following circumstances:

1. If through no fault of ours, your payment account does not contain sufficient funds to complete the transaction, 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 other interference from an outside force, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

For purpose of identification and billing, you agree to provide us with current, 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. 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 such changes.

We agree to sell and you agree to purchase the goods and services described above. You agree to pay us for these goods and services according to the payment schedule shown above. The terms and conditions on the other pages of this agreement are also a part of this contract. If you agree to be bound by all the terms in this contract, please sign your name below. All persons signing this contract are equally responsible for paying in full.

TERMS AND CONDITIONS

- Member agrees to follow clinic rules and regulations. Violation of these rules and regulations may result in suspension or cancellation of your membership. Member will be responsible for payment in full upon revocation of membership. We reserve the right to change clinic rules, regulations, or pricing at any time upon reasonable notice.
- Your membership entitles you to a 1-hour massage session in clinic per month during the term of your membership.
- As a member, you may also receive a discount off of East County Wellness Center regular rates for certain products and services during the term of your membership. Rates may vary by location. Your payment for retail services is due at the time of sale. As a member, you must pay an upgrade fee on member gift certificate rates in designated regions of the county.
- As long as your membership status is active and dues are current, you may bring a guest to East County Wellness Center and the guest may receive a massage at the current guest

rate. Each guest is limited to a maximum of two massages at the guest rate every six months during the calendar year. A visit is defined as any combination of introductory massage, guest pass, or gift certificate redemption. We have the right to refuse or discontinue service at any time for any reason.

- Inappropriate behavior from clients or therapists will not be tolerated in any manner. We request you to notify the clinic administrator for appropriate action.
- East County Wellness Center cannot be responsible for lost or stolen items.

DISCLAIMER OF LIABILITY

East County Wellness Center hires only licensed and/or registered massage therapists. If you would like to see a particular massage therapist's license or registration, please contact the clinic administrator. 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 and to inform your therapist if you feel any discomfort during the session. If you do experience discomfort, please ask the therapist to adjust the level of pressure.

YOU UNDERSTAND AND VOLUNTARILY ACCEPT ANY RISK ASSOCIATED WITH YOUR MASSAGE OR ANY USE OF THE CLINIC'S FACILITIES EXCEPT WHERE PROHIBITED BY LAW. YOU AGREE THAT EAST COUNTY WELLNES CENTER 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 CLINIC, ANYONE ON THE CLINIC'S BEHALF, OR ANYONE USING THE SERVICES OF THE FACILITIES OF THE CLINIC.

CANCELLATION OF POLICIES AND PROCEDURES

You may cancel your appointment without charge any time before the close of business on the operating day preceding your appointment. Same day cancellations will be charged 100% of the scheduled service price. If you do not call or show for your scheduled massage, you will be charged full price for the scheduled service.

X _____ **BUYER'S INITIALS**

CANCELLING YOUR MEMBERSHIP

1. Cancellation 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 120 miles from East County Wellness Center
 - B. Your death or permanent physical disability.

All cancellation requests MUST be accompanied by written proof or relocation (e.g. copy of driver's license or utility bill) or submission of a doctor's note (if medical reason is stated). If you cancel your membership during the initial term because you moved more than 120 miles from ECWC, you will be relieved from making payment for membership dues other

than those that you received prior to your move. If you have prepaid for your membership services, you will be refunded the portion of your membership dues that are allocable to services that you have not received. If you die or become disabled such that you are unable to receive all of your membership services, you and your estate will be relieved from making payment for membership services other than those you received prior to your death or disability. If you have prepaid for your membership services, you or your estate will be refunded the portion of our membership dues that are allocable to services that you have not received.

2. Cancellation during Auto-Renewal Term. During the auto-renewal term of your membership, you may cancel your membership upon a 30-day advance written notice to the ECWC clinic at which your membership originated. All requests or cancellations of memberships must be submitted in writing to the clinic where your membership originated. You are responsible for all membership fees incurred until you cancel your membership in accordance with the terms of this agreement. We reserve the right to terminate or deny re-enrollment for an indeterminate amount of time if a customer has an unsatisfactory payment history. 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 AND/OR AGENCY FEES, AS WELL AS ANY LEGAL COSTS INCURRED.

X _____ **BUYER'S INITIALS**

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.

Entire Agreement: This agreement, together with East County Wellness Center membership rules and regulations, constitutes the entire agreement between ECWC and you. This agreement can only be amended through writing 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.

Assignments: We may not assign or transfer this agreement or any of our rights under this agreement without notice to you, except as otherwise required by law. Under this agreement, your rights or obligations can be assigned by you to someone else only with prior written consent.

Administrative Fee: Buyer to pay a one time set-up/administrative fee in the amount of \$70.00.

THIS MEMBERSHIP AGREEMENT IS SUBJECT TO MANAGEMENT APPROVAL

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:

1. Send assigned 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:

East County Wellness Center
1625 E. Main Street, Suite 205
El Cajon, CA 92021

IF YOU CANCEL THIS CONTRACT WITHIN THE THREE-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OR YOUR MONEY LESS A FEE EQUAL TO THE VALUE OR 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 THE CANCELLATION NOTICE BY THE 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.

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

MEMBER'S PRINTED NAME: _____

MEMBER'S SIGNATURE: _____ **DATE:** _____

BUYER'S PRINTED NAME: _____

BUYER'S SIGNATURE: _____ **DATE:** _____

MANAGER'S APPROVAL SIGNATURE: _____ **DATE:** _____