

Membership ID Number: _____

Sculpted Beauty by Cavi-Lipo

26381 S. Tamiami Trail Suite 136
Bonita Springs, FL 34134
239-221-0921

VIP/Wellness Program Membership Agreement

(We use the words **you** and **your** to mean the Buyer or Member. The words **we** and **our** refer to Sculpted Beauty).

Member Name: _____ Date of Birth: _____
Member Address: _____
Email Address: _____ Phone: _____

Membership Description & Payment Schedule

You have elected to pay your membership:

_____ On a monthly basis _____ Paid in full Total: \$ _____

Your membership term begins on _____ and expires on _____.

Your enrollment fee of _____ is due today.

Your membership dues of \$ _____ (not including any additional applicable taxes) will be due on _____ and then due on the same day of each month hereafter until your membership expires or is terminated in accordance with this agreement.

_____ **(Initial)** your membership is auto-renewable. Following the initial term, your membership will automatically continue on a month-to-month basis at \$ _____ per month until your membership is cancelled. You may cancel your membership during the initial term only in the event that; you permanently relocate your residence more than a 50 mile radius away from **Sculpted Beauty**; or a physician certifies that you are unable to receive facial and/or massage services. All cancelations require a 30 day written notice and are effective 30 days after the date received. Payments due prior to the effective date will be charged as scheduled.

_____ **(Initial)** You have the entire initial and renewed term of the membership agreement to use all membership to use all membership facial or massages. You may continue to redeem your membership facials or massages as long as your credit card information and your membership is in effect and is paid current. Upon termination, declined payment or cancellation of your membership, all unredeemed membership facial or massages will expire.

_____ **(Initial)** You may cancel a facial or massage appointment with no charge any time before the close of business on the business day preceding 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 scheduled appointment, you will be charged full price for the scheduled service.

_____ **(Initial)** You agree to provide gratuity to our therapist at a minimum of 15% or otherwise stated amount based off regular price of services rendered.

By signing below, I authorize Sculpted Beauty to charge the account I have specified. Monthly dues and/or renewal fees will be withdrawn on the same day of each month. I understand that **Sculpted Beauty** may continue to charge my account or cancel my membership in accordance with the terms and conditions of this agreement. Additionally, I authorize **Sculpted Beauty** to charge my credit card on file in lieu of presenting it for any retail product or services received at my request.

We agree to sell, and you agree to purchase the membership, goods and services described herein. You agree to pay us for the membership, good and services according to the payment schedule above. Your signature below indicates your agreement to be bound by the terms, conditions, rule and regulations of this agreement. All persons signing this agreement are equally responsible for paying it in full.

Credit Card Type: _____ Last Four Digits: _____ Expiration: _____ CVV: _____ ID Checked: _____

You acknowledge receiving and ready a completed copy of this agreement before signing. You understand that our rules and regulations are incorporated into this agreement and are included in your membership packet.

Member's Signature

Member's Printed Name

Date

Sculpted Beauty Representative

Sculpted Beauty Representative

Date

Time AM/PM

Rules and Regulations

- 1- Your dues based membership entitles you to one (1) hour Swedish massage session in clinic per month during the term of your membership (“membership massages or membership facials”). Your paid in full membership allows you to redeem all membership facials or massages immediately or as desired throughout the term of your membership. Each one hour massage or facial session includes fifty minutes of hands-on massage and allows ten minutes for client consultation and dressing. Your membership status must be active in order to redeem any membership services including membership facials or massages. Your membership services are not transferrable to any other person or entity. Picture ID may be required to establish membership enrollment.
- 2- Upon arrival of your written request for membership cancellation during the initial membership term, you will be relieved from making any future membership dues payments. If you have paid in full for membership services, you will be refunded the future unused portion of your membership dues for any membership facials or massages you have not redeemed. If you die or become disabled such that you are unable to redeem all of your membership facials or massages, 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. If you have paid in full for your membership services, you or your estate will be refunded the future unused portion of your membership dues for any membership facials or massages have not redeemed. You may cancel this membership during the renewal term of the membership upon 30 day advance written notice to the Sculpted Beauty at which your membership originated. You are responsible for any and all membership fees incurred until your membership is cancelled in accordance with the terms of this agreement. All refunds will for the months of membership remaining after the effective date of cancellation.
- 3- 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 A COLLECTIONS AND BUYER AGREES TO PAY ALL REASONABLE COLLECTIONS COSTS, INCLUDING REASONABLE ATTORNEY FEES.
- 4- Inappropriate behavior from clients or therapists will not be tolerated in any manner. We request that you immediately notify the administrator of Sculpted Beauty for appropriate action. We have the right to refuse of discontinue service at any time for any reason. You agree to follow all Sculpted Beauty rules and regulations. Violation of clinic rules and regulations may result in suspension or cancellation of your membership. You will be responsible for payment in full upon revocation of membership.
- 5- We reserve the right to collect at any time any previous outstanding membership balance(s) for any other services that not been satisfied. For the 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. You have the right to receive a notice of change in the even that any changes to the terms and conditions of your membership are implemented that will vary the amount to be periodically billed to our account as specified in the Membership Description and Payment Schedule section of this agreement. We will send you a notice of change at the mailing address of email address you have provided 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 of the terms and conditions of the Agreement at any time without notice and such modifications shall be deemed effective immediately upon making such changes.
- 6- **DISCLAIMER OF LIABILITY-** Sculpted Beauty only hires professional licensed technicians who comply with state, city and/or local licensing requirements. If you would like to see a particular 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 condition, 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, SKIN CARE, BODY TREATMENTS OR ANY USE OF THE CLINIC’S FACILITIES. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT SCULPTED BEAUTY 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.
OTHER PROVISIONS
- 7- **LATE CHARGE-** If all or part of any scheduled payment is more than ten days late, we may charge a late fee of \$10.00.
Entire Agreement: This Agreement together with Sculpted Beauty Policies & Procedures brochure, constitute the entire agreement between you and us. This agreement cannot be amended except in writing 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.
Assignment: We may assign or transfer this Agreement or any of our rights under this Agreement without notice to you, except as otherwise required by law. Your rights or obligations under this Agreement cannot be assigned by you to anyone else without prior written consent.

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. 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. ALL CANCELLATION REQUESTS MUST INCLUDE:

- 1: SEND A 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 ADMINISTRATOR OR MANAGER ON DUTY OF SCULPTED BEAUTY.

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Member Address: _____
Email Address: _____ Phone: _____

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Member's Signature Member's Printed Name Date

Sculpted Beauty Representative Sculpted Beauty Representative Date Time AM/PM

Rules and Regulations

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Other rights: We may delay enforcing any of our rights without losing them. We can enforce this Agreement against your heirs and legal representatives.
Assignment: We may assign or transfer this Agreement or any of our rights under this Agreement without notice to you, except as otherwise required by law. Your rights or obligations under this Agreement cannot be assigned by you to anyone else without prior written consent.

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