

GIVING BACK MASSAGE *of Barrington*

18-6 E. Dundee Rd., Suite 210
Barrington, IL 60084
100 Fairway Dr., Ste 100
Vernon Hills, IL 60061
312.813.2530

OFFICE USE ONLY
MO. AMT. _____
DATE _____
INIT. _____

PREPAID WELLNESS MEMBERSHIP APPLICATION AND AGREEMENT

Member Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

MONTHLY MEMBERSHIP TYPE

3 MONTH:

- ONE BRONZE** session for **3 MONTHS** for \$77 per month
 - ONE SILVER** session for **3 MONTHS** for \$90 per month
 - ONE GOLD** session for **3 MONTHS** for \$103 per month
 - ONE PLATINUM** session for **3 MONTHS** for \$122 per month
 - TWO** sessions per month for an additional 5% savings _____
- } ~10% savings!

6 MONTH:

- ONE BRONZE** session for **6 MONTHS** for \$68 per month
 - ONE SILVER** session for **6 MONTHS** for \$80 per month
 - ONE GOLD** session for **6 MONTHS** for \$92 per month
 - ONE PLATINUM** session for **6 MONTHS** for \$108 per month
 - TWO** sessions per month for an additional 5% savings _____
- } ~20% savings!

12 MONTH:

- ONE BRONZE** session for **12 MONTHS** for 59 per month
 - ONE SILVER** session for **12 MONTHS** for \$70 per month
 - ONE GOLD** session for **12 MONTHS** for \$ 80 per month
 - ONE PLATINUM** session for **12 MONTHS** for \$95 per month
 - TWO** sessions per month for an additional 5% savings _____
- } ~30% savings!
- OUR MOST POPULAR PLANS!**

MEMBERSHIP PAYMENT SELECTION

- Please charge my card on the 1st and no later than the 5th of each month
- Please charge my card on the 15th and no later than the 20th of each month

CREDIT CARD PAYMENT INFORMATION

Name as it appears on card _____

Credit Card Number _____ CVV _____

Expiration _____ Billing Zip Code _____

AGREEMENT TERMS AND CONDITIONS

Monthly memberships are valid towards all massage sessions. Shamanic journeys and Shamanic healing sessions are excluded from this offer. Your membership status must be active in order to redeem membership benefits and services.

This membership entitles you to one or two pre-paid sessions per month for the duration marked on Application in accordance with Illinois State Laws and Statutes. You are also entitled to one additional service within the same month at your chosen membership rate. Gift certificates purchased for anyone other than the member purchasing them, may be purchased at a discount rate of 10%. You are entitled to one free 30-minute session or add-on per contract term for a 12-month plan Membership discounts may not be combined and may not be used in conjunction with any other offer.

The first monthly fee will be charged at time of contract signing, with subsequent automatic billings being made by the 1st or 15th of each month and no later than the 5th and 20th of each month. Payment for any additional benefits used will be collected on the day of service or date of sales transaction.

The membership monthly fee is specified on the application above. As long as your membership monthly payment is made you will be considered an active member in good standing.

Please read and initial the terms of the contract below:

____ Unused, prepaid services accrue from month to month. As long as I am a member in good standing, I may schedule one or two prepaid services per month (between the 1st and last day of each month) in accordance to the agreed terms of the Application.

____ This membership and services purchased under this membership are non-transferable to any other person or entity.

____ 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 interference from an outside force, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

____ 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.

____ Your membership is auto-renewable. Following the initial term, your membership will automatically continue on a month-to-month basis at the predetermined rate until your membership is canceled or terminated as provided in this agreement. The first automatic payment will be charged to your card the month following your membership sign-up date. Renewed memberships will entitle you the additional 30-minute session or add-on(s).

____ We reserve the right to revoke membership at any time for misconduct or lewd behavior on our premises. You will be responsible for payment in full upon revocation of membership. We reserve the right to change pricing at any time upon reasonable notice. Should prices increase, you have the right to cancel your membership without penalty during initial period following cancellation guidelines as described below.

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 on the Application 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

CANCELING YOUR APPOINTMENT: You may cancel your appointment without charge if you cancel within 24 hours of your appointment. Same day cancellations or not showing up for your appointment will result in forfeiture of that scheduled appointment.

CANCELLATION OF MEMBERSHIP DURING INITIAL TERM: You may cancel this agreement during the initial term of your membership upon the following conditions:

- Your death or permanent physical disability
- You have a physicians certification that you are unable to receive massages
- You move more than 25 miles away. If living 25 miles or more away at time of signing this agreement, this condition is void, unless you move to a new location. Proof of new residency required.
- Giving Back Massage increases membership costs

Cancellation of membership outside of the accordance of this agreement will result in a charge of two months of contracted membership services at time of cancellation effective date and services will be forfeited.

CANCELLATION OF MEMBERSHIP DURING AUTO RENEWAL TERM

After the initial term you may cancel at any time. All cancellations require 30 days written notice and are effective within 10 business days after the 30 day notice period. Payments due prior to the effective date will be charged as scheduled. Prepaid memberships have no cash value, and services expire 3, 6, or 12 months from date of purchase according to agreed terms. We reserve the right to deny re-enrollment for an indeterminate amount of time if you have an unsatisfactory payment history.

If your membership account becomes delinquent and is not properly canceled, the account will be referred to collections and you agree 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 Giving Back 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 Giving Back Massage, anyone on Giving Back Massage' behalf, or anyone using the services and/or facilities of Giving Back Massage.

By signing below, I authorize Giving Back Massage to charge the account I have specified on the Application. Monthly dues and/or renewal fees (plus all applicable taxes) will be withdrawn on the 1st or 15th and no later than the 5th or 20th of each month depending on payment plan selected. I understand that Giving Back Massage may continue to charge my account or cancel my membership in accordance with the terms and conditions of this agreement. Additionally, I authorize Giving Back Massage to charge my credit card on file in lieu of presenting it for any services received, at my request. I agree to pay for the membership, according to the payment schedule above. My signature below indicates my agreement to be bound by the terms, conditions, rules, and regulations of this Agreement.

If through no fault of ours, your payment account does not contain sufficient funds to complete the transaction, or your payment account or credit card does not otherwise permit the transaction to be executed, you will be charged a \$35 insufficient funds fee. We will contact you to update your account with a working payment method.

I ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS APPLICATION AND AGREEMENT BEFORE SIGNING. I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.

Member Signature _____

Member Printed Name _____

Date _____ Giving Back Massage Representative _____