



Circle of Wellness Massage Membership Agreement **TIER 2**

Agreement made on the day _____ of _____, 20_____, between My Massage Sanctuary DBA Circle of Wellness a corporation organized and existing under the laws of the State of Illinois, with its principal office located at 1820 Windsor Rd, Loves Park, IL. 61111, referred to herein as Circle of Wellness, and _____.

Address: _____ City, State, Zip _____

Phone: _____ Email: _____

Whereas _____ desires to become a member of Circle of Wellness and cannot become a member without agreeing to the rules and regulations set forth below and abiding by the terms of this agreement;

Now, therefore, for and in consideration of the mutual covenants in this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.) Check-In Policy

Members must check in each time that they use the membership by presenting his/her current picture ID card, at the front desk upon arrival. Membership usage may be denied if member does not present a picture ID. Circle of Wellness may either close or operate at reduced hours on holidays. Business hours, policies, and regulations are subject to change without notice.

2.) Membership Fees and Cancellation

Membership use and services must be paid for in advance. At the present time, membership fees are as follows: Permitting Circle of Wellness to deduct \$53.56 from the specified account onetime per month for duration of:

_____ 6 Month Plan \$70.00 + 2.10 per month

_____ 1 Year Plan \$70.00 + \$2.10 per month

The obligation to pay dues is not dependent on the availability of all the Circle of Wellness's facilities.

3.) Three-Day Right of Recession

New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is canceled within three days, the Circle of Wellness will return to the member within thirty days all amounts paid. To cancel, new members must call or come into the Circle of Wellness and inform the front desk personnel of their wish to cancel.

4.) Un-used Messages

Members that do not use the monthly membership massage may use the massage at their convenience. As long as the \$52 is paid for, the massage will always be there for you to use if you could not make it in every month. we believe in doing the right thing; you paid for it, you can use it when you want.

All member massages can only be used for 1-hour duration. Half hour appointments are not permitted.

5.) Late Payment of Fees

A late payment fee of \$25.00 may be charged on any payment past due. Membership fees will be automatically deducted from your credit or debit account every month on the same day from the signing.

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6.) Cancellation of Membership by Member

A member may cancel his/her membership 30 days before the next monthly fee to insure there's enough time to stop the recurring charge. However, member will be responsible for the difference in monies between discounted rates for massages received during membership. For example, if you received a massage at \$45, you would be liable for the \$15 difference. This is applied to all services and to be paid in full to Circle of Wellness at the time of contract termination.

7.) Non-renewal of Membership

Member must give a 30-day notice prior to end of contract term (6 mo. term or 1 yr. term).

8.) Renewal of Membership

If you would like to renew your membership for another term let the front desk know 30 days prior to the end of your current term so we can get you set up for the next term of your choice to assure no interruption in your services.

9.) Miscellaneous

A. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all parties.

B. 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 select 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.

C. *Member* has read, and fully agrees to the terms of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) *Member* has given up considerable future legal rights. *Member* has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. *Member* certifies and warrants that he/she is 18 (i.e., age of majority such as 18) years of age or older and mentally competent to enter into this Agreement.

WITNESS our signatures as of the day and date first above stated.

Circle of Wellness

(Name and Office in Corporation)

Date

Member

Signature

Date