

Anatrypsis Massage Studio
824 East Jackson Street
Suite A
Medford, OR 97504

Anatrypsis Massage Club Application and Agreement

Name: _____

Street Address _____

City _____ State _____ Zip _____

Phone: _____ Email _____

MONTHLY MEMBERSHIP TYPE

- One 60-Minute session for \$55 per month
- Two 60-Minute sessions for \$110 per month
- One 90-Minute session per month for \$75 per month
- Two 90-Minute sessions per month for \$140 per month

MEMBERSHIP DURATION

- 6 Months
- 12 Months
- 18 Months

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 INFORMATION (Credit Card information will be shredded once entered in our secure system)

Name as it appears on card _____

Credit Card Number _____ Expiration Date _____

CVV code (three digit code on back of card) _____

Billing Address (if different from above) _____
State _____ City _____ Zip _____

BENEFITS OF MEMBERSHIP

Monthly services at a discounted rate. 15% off any additional session per month. 10% off unlimited Gift Certificates, Classes, and Retail Products.

Mo. Amount \$ _____ Initials _____ Date _____

AGREEMENT TERMS AND CONDITIONS

Monthly memberships are valid towards all Swedish, Deep Tissue, and Aromatherapy only. Hot Stone, Reflexology, spa services, and Insurance massage are excluded from this offer. Your membership status must be active in order to redeem membership services and benefits. This membership entitles you to one or two pre-paid sessions per month (depending on your selected plan) for the duration marked on the Application in accordance with Oregon State Laws and Statutes. You are also entitled to additional services within the same month at a discount rate of 15%. Gift certificates purchased for anyone other than the member purchasing the certificate may be purchased at a discount rate of 10%. Membership discounts cannot be combined and may not be used with any other offer. The first monthly fee will be charged at time of contract signing, with subsequent automatic billings being on the 1st or 15th of each month and no later than the 5th or 20th of each month. Payment for any additional service(s) 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 can be rolled over twice every six months. As long as I am a member in good standing I may schedule one or two prepaid services per month depending on selected plan (between the 1st and 30th of each month) in accordance to the agreed terms on the Application.

_____ This membership and services purchased under this membership are non-transferable to any other person or entity. But can be shared with the person(s) listed within this contract.

_____ 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 other 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 cancelled 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. **If you do not cancel your membership you will be charged monthly.**

_____ 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 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 CANCELLING 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 physician's note certifying that you are unable to receive massages. You move 20 miles away. If living 20 miles away at time of signing this Agreement, this condition is void, unless you move to a new location. Proof of new address will be required. Anatomy Massage Studio increases the cost of membership.

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

CANCELLATION OF MEMBERSHIP DURING AUTO RENEW 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. Massage Club memberships have no cash value, and services expire 6, 12, or 18 months from date of purchase according to agreed terms. We reserve the right to terminate or 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 cancelled, 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 Anatrypsis Massage Studio 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 Anatrypsis Massage Studio, anyone on Anatrypsis Massage Studios' behalf, or anyone using the services and/or facilities of Anatrypsis Massage Studio.

By signing below, I authorize Anatrypsis Massage Studio 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 Anatrypsis Massage Studio may continue to charge my account or cancel my membership in accordance with the terms and conditions of this agreement. Additionally, I authorize Anatrypsis Massage Studio 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

Anatrypsis Representative

Authorized Users

