



Aqua Medical Spa: Membership Agreement

This membership agreement between Aqua Medical Spa and _____ (Member name) shall be effective on the date of _____. The type of membership selected is: **Single** or **Family** (circle one). The fee for membership is **\$50.00** a month for the primary member and an additional **\$35.00** a month for each additional member in a household for up to two additional members. Monthly payments for this membership shall occur on the **1st** or **15th** (circle one) day of each month in the amount of \$ _____. The member also has the option to pay for the membership in full at the time of enrollment.

Membership Term:

1. The initial membership period shall be for a period of six months (the "Initial Period"). A member shall not be entitled to terminate or suspend his/her membership during the Initial Period. If the contract is terminated before the expiration date, there is an early termination fee of \$100.00 that will be charged to the card on file. Any contract that has been terminated prior to the expiration date will have a waiting period of 1 year before being able to reinstate.
2. After the Initial Period, the membership shall automatically set up to renew for a six month period. Either party may cancel the membership at any time by giving a 30 day written notice to the other party.
3. This Agreement is personal to the member(s) and may not be assigned, transferred or otherwise disposed of by the member(s).

Automatic Payment Agreement:

1. Monthly membership payments shall be made in advance by direct debit from the member's designated credit/debit account. This information will be kept on file by Aqua Medical Spa.
2. You are responsible to ensure that the credit card number on file with Aqua Medical Spa is valid so that the monthly fee can be charged to that card. You may change the credit card provided at any time, provided, however, that it is your responsibility to make sure that there is always a valid credit card number on file with Aqua Medical Spa for payment of the Monthly Fee. If there is not a valid credit card on file with Aqua Medical Spa at the time the Monthly Fee is charged to that card and one is not provided within ten days after the regularly scheduled date for payment, Aqua Medical Spa may exercise any and all rights available to it, whether under this agreement or under applicable law, which may include, but are not limited to, suspension of your membership in the membership until such payment is made, assessing a late payment fee of \$25.00, and/or terminating this Agreement.
3. Aqua Medical Spa reserves the right to review subscriptions periodically. Members will be given at least a 30 days' notice in writing of any changes, which include: (i) any increase in membership fee, (ii) change in date of automatic withdrawal.

Termination or Suspension of Membership:

1. Please be advised that you have the right to cancel this Agreement:
 - a. In writing, for any reason within fifteen days after the Commencement date, in which case you will be entitled to a full refund of any monies already paid (less the retail value of any services/retail you have used/purchased).

_____ Initials



- b. Thereafter, in accordance with the Terms and Conditions, if you are unable to utilize the membership due to (a) death (b) disability (c) illness (d) injury (e) a change in residence that is more than 25 miles from a participating Aqua Medical Spa (f) your being called to active duty by the United States Military and deployed outside of the state of the primary Spa location or (g) if the membership and/or the primary Spa locations fails to open or permanently discontinues operations. In order to effectively exercise any right of cancellation, you must notify Aqua Medical Spa of your intention to cancel in writing in person or by certified or registered mail at the address set forth above. In the event cancellation is due to (i) illness or injury, a doctor's certification of the same must accompany your notice of cancellation or (ii) your being called to active duty, you or your legally designated representative must include a copy of your official military orders with your notice of cancellation, with such notice being provided within 30 days after your call to active duty.
2. Aqua Medical Spa reserves the right at any time to cancel or suspend the membership of any member in the event of the following:
 - a. The member commits a serious breach of this Agreement and/or Aqua Medical Spa Rules and Regulations.
 - b. Where any monies are due to Aqua Medical Spa by the member remain unpaid for 30 days after its due date for payment.
 - c. The member knowingly provides false details when applying for membership and the false declaration would have reasonably affected Aqua Medical Spa's decision to grant the membership.
 - d. If Aqua Medical Spa terminates for any reason, they reserve the right to retain any monies received to cover any reasonable costs they have incurred as a result.
3. Membership may be suspended for up to three months on medical grounds. A medical certificate may be required. Members will be liable to pay an administration charge of \$25 to suspend their membership per month.

Terms and Conditions:

1. Aqua Medical Spa Gift Cards may not be redeemed to pay any portion of the membership fee. The membership fee cannot be combined with any other promotion and/or discount.
2. Aqua Medical Spa reserves the right to vary, add or eliminate any of the particular services and facilities provided from time to time. (Please see your Welcome Letter for the list of benefits associated with your membership.)
3. Aqua Medical Spa reserves the right to close or modify facility hours with or without notice.
4. The membership may not be combined with any other promotional offer or promotional gift card (please see your Welcome Letter)

_____Initials



I, _____, hereby agree to the Membership Agreement as stated above.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Contact Phone Number: _____

Email Address: _____

Primary Spa Location: _____

Card Authorization:

Type of Card: _____ Card Number: _____ -- _____ -- _____ -- _____

Expiration Date: _____ / _____ CCV Code (three digits on back of card): _____

Cardholder Name: _____

Billing Address: _____ City/State/Zip Code: _____

I hereby authorize Aqua Medical Spa to charge my card above per the terms of this membership agreement.

Signature: _____ Date: _____

Witness Signature: _____ Date: _____

Authorized Members:

- 1. Primary Member: _____
- 2. Additional Family Member: _____
- 3. Additional Family Member: _____

_____ Initials