

MARGARET M. MAGEE, DBA MASSAGE FOR LIFE

# MASSAGE FOR LIFE

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## Standard Terms and Conditions

By executing this document, you are agreeing to the following Terms and Conditions.

MARGARET M. MAGEE, DBA "Massage For Life" (hereinafter referred to as "Us" or "We") is in the business of providing massage services. We will provide a licensed and insured professional to give an individual massage to you, or to the patient you represent. The individual receiving the massage has the option to decline or terminate contact at any point, and you have the option to have privacy, or someone present. We shall provide massage services in accordance with applicable laws and regulations and our policies and practices. We are responsible for providing all necessary equipment and materials.

You understand that massage is not physical therapy, and is not a replacement for medical care. We will not make any medical diagnoses. You agree that you will indemnify us and hold us harmless for any damages in the event you fail to disclose to us, any injuries, ailments, or health conditions of any kind.

You are responsible personally for all charges for services rendered. You agree to make any deductible, co-payments, or co-insurance payments upon receipt of any billing. While we will bill any applicable insurance that you present to us, if the insurance carrier denies payment for any reason, including but not limited to: your failure to attend IME's (independent medical examinations); you received services from any other no-fault insurance practitioner on the same day; your benefits are exhausted; there is a lapse in your coverage, etc; you understand you are fully responsible for payment to us. If you receive any payments from your insurance carrier, you will remit those payments to us within ten business days of your receipt. In the event we bring an action to enforce a breach of this agreement, it is mutually agreed that a reasonable attorneys fee is 33 1/3% (thirty-three and one-third percent) of the amount due and owing, with interest to be calculated and compounded at a rate of 1 1/2% (one and one-half percent) per month, per annum.

If you do not give at least a written 24-hour cancellation notice, telephonic communication directly with us, whereupon we verbally acknowledge to you of receipt of the oral notice to cancel a scheduled appointment, you shall be responsible for full payment. If you are late for an appointment, the therapist will do their best in the remaining scheduled time and/or will accommodate you if time permits. While your treatment may be shortened, you will still be responsible for full payment.

You acknowledge that either a male or female licensed massage therapist may treat you. You shall not directly solicit or contract directly with any individual(s) providing massage services.

This agreement constitutes the entire understanding between the undersigned parties, and supersedes any and all previous agreements, whether written or oral. Neither this agreement nor any provision herein may be renewed, extended, waived, amended, modified, canceled, terminated or otherwise changed or discharged except by an instrument in writing, signed by the parties. Whenever the text requires, the use of a singular number shall include the appropriate plural number as the text of the agreement may require, and vice versa. All pronouns shall be deemed to be the masculine, feminine, neutral, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities. If any provision of this agreement is held void or unenforceable, it shall not affect the enforceability of any other term or condition in this agreement, and shall not void any liability of any party to this agreement. This agreement shall be construed in accordance with the Laws of New York State. The parties agree that for any controversy regarding this agreement, exclusive jurisdiction shall be fixed in the Supreme or District Court of Suffolk County, State of New York. A facsimile or electronic copy of this Agreement shall be deemed an original for all purposes, and may be signed in counterparts.

## AGREED AND ACCEPTED

Patient Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

(If you are signing on behalf of the patient, print your name here. You understand that you are jointly and severally liable for the charges on behalf of the patient.)