



## EFC Medspa: Membership Agreement

This membership agreement between EFC Medspa and \_\_\_\_\_ (Member name) shall be effective on the date of \_\_\_\_\_. The type of membership selected is: **Silver** or **Gold** or **Diamond** (circle one). Monthly payments for this membership shall occur on the **1<sup>st</sup>** or **15<sup>th</sup>** (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 \$125.00 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 on a month-to-month basis. Either party may cancel the membership at any time by giving a 10-day written notice to the other party prior to the next billing cycle.
3. This Agreement is personal to the member and may not be assigned, transferred or otherwise disposed of by the member.

### 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 EFC Medspa.
2. You are responsible to ensure that the credit card number on file with EFC Medspa 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 EFC Medspa for payment of the Monthly Fee. If there is not a valid credit card on file with EFC Medspa 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, EFC Medspa 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. EFC Medspa 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 seven 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/products you have used/purchased).
  - 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 EFC Medspa (f) your being called to active duty by the United States Military and deployed outside of the state or (g) if EFC Medspa fails to open or permanently discontinues operations. In order to effectively exercise any right of cancellation, you must notify EFC Medspa 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.

- c. 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 EFC Medspa (f) your being called to active duty by the United States Military and deployed outside of the state or (g) if EFC Medspa fails to open or permanently discontinues operations. In order to effectively exercise any right of cancellation, you must notify EFC Medspa 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. EFC Medspa 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 EFC Medspa Rules and Regulations.
  - b. Where any monies are due to EFC Medspa by the member remain unpaid for 10 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 EFC Medspa's decision to grant the membership.
  - d. If EFC Medspa 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 doctor's note may be required.

**Terms and Conditions:**

1. EFC Medspa 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. EFC Medspa reserves the right to vary, add or eliminate any of the particular services and facilities provided from time to time. (Please see your Membership Information Sheet for the list of benefits associated with your membership.)
3. EFC Medspa 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.

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

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Card Authorization:**

Type of Card: \_\_\_\_\_ Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Expiration Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ CCV: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I hereby authorize EFC Medspa to charge my card above per the terms of this membership agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_