

Eden Spa and Health Village Fitness Center Membership Agreement

Please complete and fax to (407) 303-3257 or via email to fh.edenspaorlando@flhosp.org

The Member set forth below agrees to the following Health Village Fitness Center and Eden Spa Membership Agreement (the "Agreement").

Member Name: _____

Mailing Address: _____ Zip code: _____

Email address: _____

Main Phone: _____ Other Phone: _____

Birth Date: _____ Account Number: _____

Scan Code: _____

Emergency Contact: _____

1. MONTHLY MEMBERSHIP DUES: Member agrees to pay the Fitness Center (the "Fitness Center") and Eden Spa at Health Village (the "Spa") monthly dues of **\$75.00** payable each month as provided in this Agreement. Monthly membership dues are subject to change and may be increased to the prevailing membership rate, at the Spa's sole discretion, at any time provided the Member is notified in writing at least 30 days in advance of the rate change.

2. ENTITLEMENTS: Members whose accounts are active and in good standing are entitled to the following benefits of membership:

- a. One "Spa Club Massage" or one "Spa Club Skin Care Treatment" or one "Spa Club Body Treatment" or one "Spa Club Nail Treatment" per month or two "Spa Club Spray Tanning Sessions" or one "Spa Club Hair Treatment" ("Spa Club Treatment Options"). Available treatments may vary from time to time and are subject to schedule availability. "Spa Club Treatment Options" are not the same as other services listed on the Spa Menu and membership does not entitle the Member to any treatments other than those specifically made available to Spa Club Members in a separate listing.
- b. A discount of 20% off of any Spa service as listed on the Spa Menu.
- c. A discount of 15% off of any purchase of spa products available in the Spa's retail store.
- d. An Individual Membership at the Health Village Fitness Center

3. TERMS: Member's membership is for a minimum initial term of six months beginning _____, _____ and ending _____, _____, and thereafter, membership shall be automatically renewed on a month to month basis until membership is terminated in accordance with this membership agreement. The initial monthly fee shall be charged in full on the day this Agreement is executed as set forth below. Thereafter, each monthly fee shall be paid on the first business day of each month.
_____(Initials)

4. MEMBER'S HEALTH WARRANTY: Member warrants and represents that he/she has no physical or mental disability, engaging in active or passive exercise, impairment or ailment preventing him/her from massage or skin care treatments or that will be detrimental to his/her health, safety or physical condition if he/she does receive such treatments or engage or participate in exercise. This representation is made by Member knowing that management will rely upon same in respect to the issuance of this membership. _____(Initials)

5. WAIVER OF LIABILITY: Member using the facilities and services at the Spa and Fitness Center does so at his/her own risk. The management shall not be liable for any damages arising from personal injuries or damages sustained by Member in, on or about the premises of the Spa and or Fitness Center. Member assumes full responsibility for injuries or damages and does hereby and forever release and discharge the Spa, the Fitness Center and its owners, employees, affiliates, and agents from any and all claims, demands, damages, rights or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the Member's use, or intended use of the facilities and services thereof or this Agreement. _____(Initials)

6. MEMBER'S RIGHT TO TERMINATE: Member has the right to terminate this Agreement for any reason at any time by providing 30 days' prior written notice either in person or by certified mail, return receipt requested to the Spa or Fitness Center. Cancellation prior to the completion of the initial term of six months shall result in a **\$100.00 cancellation charge**. Any unused services which have been paid for in full at the time of termination may be refunded in the form of a gift card which is redeemable for goods and services sold at the Spa and which may be transferred to another party for redemption. _____(Initials)

7. SPA OR FITNESS CENTER RELOCATION OR CLOSURE: The Spa and/or Fitness Center shall refund the Member the pro rata cost of any unused services within 30 days if the Spa or Fitness Center relocates more than five (5) miles from its present location, is permanently "materially impaired", or ceases operation. The Spa and Fitness Center reserves the right to close temporarily for repair and renovation, not to exceed two (2) periods of seven (7) consecutive days in any calendar year, and upon sale for not more

than 14 consecutive days, and during this time Member's obligation to pay monthly dues to the Spa and Fitness Center shall continue uninterrupted.

8. END OF TERM: After the expiration of the initial minimum six (6) month term, the member may terminate this agreement by written notice at least 30 days in advance of the desired termination date. Such notice must be delivered in person or by certified mail. Immediately upon any cancellation or termination, the Spa and Fitness Center requires that all outstanding charges must be paid and the membership card must be returned. _____(Initials)

9. RULES AND REGULATIONS: Member agrees to abide by all the membership rules and regulations of the Spa and Fitness Center which may be posted at the Spa and Fitness Center or published and available to all members. These rules may be amended from time to time, at the facilities sole discretion. Member agrees to abide by and be subject to any and all such amendments to the rules and regulations at the time they were made.

10. SUSPENSION/TERMINATION OF AGREEMENT BY MANAGEMENT: (A) With cause, at any time, the management has the right, in its sole discretion, to immediately suspend and/or terminate this Agreement for Member's non-payment of monthly dues or fees or for behavior deemed by the management to be averse to the enjoyment of the Spa or Fitness Center by other members. (B) Without cause at any time, the management reserves the absolute right, in its sole discretion, to terminate this Agreement by giving 30 days' prior written notice to the Member, in person or by certified mail. If notice is by certified mail, it shall be addressed to Member's home address as shown on the membership application. (C) Upon termination by the management under paragraph (A), a pro rata refund will not be made to the Member. Upon termination by the management under paragraph (B), a pro rata refund will be made to the Member based on the effective date of termination.

11. MEMBER OBLIGATION: Member's failure to use the facilities will not relieve the Member of the obligation to pay the monthly dues during the term of the Agreement. Unused services will however, rollover and remain due unto the Member until this Agreement is terminated as specified in sections 6 or 9 at which point the balance may be refunded as specified in the appropriate section. Member's failure to keep an appointment for a scheduled service that is not canceled within 24 hours shall result in a forfeiture of the Member's monthly dues for that particular month. Membership is non-transferable _____(Initials)

12. UNPAID BALANCES: All balances which are 30 days past due will cause this Agreement to be immediately suspended and/or terminated. The management shall have the right to recover from Member any collection fees, attorney fees and court costs, except as otherwise provided by law.

13. PERSONAL AND SPA PROPERTY: Members are urged to avoid bringing valuables and personal property onto the Spa or Fitness Center premises. The Spa, the Fitness Center and its owners, employees, affiliates, and agents, shall not be liable for loss, theft or damage to personal property of members or guests.

14. PROVISIONS: The types of memberships available, the applicable fees, the suspension and expulsion of members, and all other matters affecting or relating to the members or memberships shall be under the sole control of the management.

15. NON-WAIVER OF ENFORCEABILITY: The failure of either part, at any time, to enforce provisions of this Agreement shall not be deemed a waiver of any of the provisions at that time or thereafter, and shall not prejudice such parties right to enforce provisions at any subsequent time.

16. SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect.

17. LAW: This Agreement shall be constructed and governed by and in accordance with the laws of the State of Florida. The Spa is registered with the state of Florida as a Massage Establishment: License Number MM21191 and MM29714; and as a Cosmetology Salon: License Number CE9974347.

18. INTEGRATED AGREEMENT: This Agreement constitutes the entire agreement and understanding of the Member hereto and incorporates any and all understanding and agreements. This Agreement shall be varied, modified, altered or changed only by an agreement in writing of like dignity duly executed and delivered by the Member.

NOTICE: MEMBER, AS HOLDER OF THIS AGREEMENT, IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE MEMBER COULD ASSERT AGAINST THE SPA AND HEALTH VILLAGE FITNESS CENTER AS A RESULT OF THIS AGREEMENT. RECOVERY BY THE MEMBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE MEMBER TO THE SPA AND HEALTH VILLAGE FITNESS CENTER PURSUANT TO THIS AGREEMENT.

By Member's signature below, Member hereby (1) agrees to the terms of this Agreement, and (2) acknowledges receipt of a fully completed copy of this Agreement.

Signature Member/Guardian if under 18

Date

Fitness Center/Eden Spa Representative

Date

Credit Card Draft Authorization

(A voided imprinted charge slip must be attached)

I, _____, hereby authorize the Spa and the Health Village Fitness Center to effect payment for monthly dues and any authorized special charges by drafting my _____ credit card, number: _____, CCV _____ Expiration Date _____ beginning today _____. I furthermore understand that I must provide the first month's dues in their entirety at the time this Agreement is signed by cash or credit card and that subsequent monthly fees shall be charged to my credit card on the first day of each month. I understand that this authorization will continue and will remain in effect until this Agreement is terminated in accordance with sections 6 or 9. I agree to pay the return fee established by the Spa and/or Health Village Fitness Center for any credit card charge not honored by my bank or credit card company.

Signature of Account Holder _____ Date _____

OR

Automatic Payroll Deduction Authorization

(Available to Florida Hospital employees only)

I, _____, hereby authorize the Spa and Health Village Fitness Center to effect payment for monthly dues by deducting them from my Florida Hospital payroll account, Employee ID number: _____, OPID _____, Department Cost Center _____ beginning in the soonest possible pay period after execution of this Agreement. I furthermore understand that I must provide the first month's dues in their entirety at the time this Agreement is signed by cash or credit card and that subsequent payroll deductions will be applied to future months' dues. The deduction each pay period will be \$11.52 from the Health Village Fitness Center and \$23.08 from Eden Spa for a total of **\$34.60**. I understand that this authorization will continue and will remain in effect until this Agreement is terminated in accordance with sections 6 or 9. Should I as an employee of Florida Hospital no longer be employed, whether voluntarily or non-voluntarily, I agree that I am still responsible in full for the remaining term of the membership agreement at the applicable rate.

Signature of Employee _____ Date _____