

EDEN SPA THE CLUB MEMBERSHIP AGREEMENT



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Comfort the body. Renew the soul.

The Member set forth below agrees to the following Eden Spa Membership Agreement (the “Agreement”)

Member Name _____

Mailing Address _____

Email Address _____

Phone Number _____ Birth Date _____

1. **MONTHLY MEMBERSHIP DUES:** Member agrees to pay Eden Spa (the “Spa”) monthly dues of \$50.00 payable each month as provided by 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:** Member’s whose accounts are active and in good standing are entitled to the following benefits of the Membership:
 - a. One “Spa Club Treatment” per month. Available treatments may vary from time to time, location and are subject to schedule availability. “Spa Club Treatment Option” are not the same as the other services as 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 products available in the Spa’s retail store.
3. **TERM:** Member’s Membership shall renew monthly until terminated per sections 6, 9 or 11 of this Agreement.
4. **MEMBER’S HEALTH WARRANTY:** Member warrants and represent that he/she has no physical or mental disability, impairment or ailment preventing him/her from massage or Spa Club treatment that will be detrimental to his/her health, safety or physical condition if he/she does receive such treatments. This representation is made by Member knowing that the Spa 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 does so at his/her own risk. The Spa 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. Member assumes full responsibility for injures or damages and does hereby and of forever release and discharge the Spa and its owners, employees, affiliates, and agents from all claims, demands, damages, right or causes or actions, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting or arising out of 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. Any unused services at the time of termination may be refunded in the form of a gift card which is redeemable for goods or services sold at Eden Spa and which may be transferred to another party for redemption.
7. **SPA RELOCATION OR CLOSURE:** The Spa shall refund the Member the pro rate cost of any unused services within 30 days if the Spa relocates more than five (5) miles from its present location, is permanently “materially impaired”, or ceases operation. The Spa 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 shall continue uninterrupted.

8. RULES AND REGULATIONS: Member agrees to abide by all Membership rules and regulation of the Spa, which may be posted at the Spa or published and available to all Members. These rules may be amended from time to time, at the Spa's sole discretion. Member agrees to abide by and be subject to all such amendments to the rules and regulations at the time they were made.

9. SUSPENSION/TERMINATION OF AGREEMENT BY THE SPA: (A) With cause, at any time, the Spa has the right, in its sole discretion, to immediately suspend and/or terminate this Agreement for Member's non-payment of dues or fees or for behavior deemed by the Spa to be adverse to the enjoyment of the Spa by other Members. (B) Without cause at any time, the Spa reserves the absolute right, in its sole discretion, to terminate this Agreement by giving 30 days prior written notice to the Member. (C) Upon termination by the Spa under paragraph (A), a pro rate refund will not be made to the Member. Upon termination by the Spa under paragraph (B), a pro rate refund will be made to the Member based on the effective date of termination.

10. 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, 9 or 11 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 24 hours in advance shall result in a forfeiture of the Member's missed service(s).**

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

12. PERSONAL AND SPA PROPERTY: The Spa shall not be liable for loss, theft or damage to personal property of Member.

13. LAW: This Agreement shall be construed 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 MM21192 for Eden Spa Orlando and MM29714 for Eden Spa Altamonte

14. INTEGRATED AGREEMENT: This Agreement constitutes the entire agreement of the Member and the Spa.

Member hereby (1) agrees to this Agreement and (2) acknowledges receipt of a fully completed copy of this Agreement.

Signature Member/Guardian if Under 18

Date

AUTOMATIC PAYMENT AUTHORIZATION

I, the Member, hereby authorize the Spa to effect payment for monthly dues and any Member-authorized special charges by drafting my selected payment below. I understand this authorization will continue and will remain in effect until this Agreement is terminated in accordance with sections 6, 9 or 11. I agree to pay the return fee established by the Spa for any credit card not honored by my credit card company.

CREDIT CARD DRAFT AUTHORIZATION

The total dues deduction for each month will be \$50.00, beginning date of execution of this Agreement.

Credit card number _____ Expiration Date _____

AUTOMATIC PAYROLL DEDUCTION AUTHORIZATION (Available to Florida Hospital employees only)

Total dues deduction each pay period will be \$23.08, beginning the soonest possible pay period after execution of this Agreement.

Employee ID number _____ OP ID _____

Member Signature _____ Date _____