



Wellness Membership Agreement

We use the words *you* and *your* to mean the Buyer or Member. The words *Massage Envy*, *clinic*, *we*, *our*, and *us* refer to Massage Envy Spa or Massage Envy Clinic.

MEMBERSHIP ID NUMBER: [REDACTED]
MEMBERSHIP ADDING ONTO (PRIMARY MEMBER): A Frame
MEMBER NAME: [REDACTED]
MEMBER ADDRESS: [REDACTED] CA 95008

Membership Description & Payment Schedule

You have elected to pay your membership:

☒ On a monthly basis

Your membership term begins on **April 05, 2014** and expires on **May 05, 2015**

Your enrollment fee of **\$0.00** is due today.

Your membership dues of **\$49.99** (plus any additional applicable taxes) will be due on **May 06, 2014** and then due on or after the same day of each month hereafter until your membership expires or is terminated in accordance with this agreement.

☒ (Initial) Your initial membership is for the term above, and thereafter is auto-renewable. Following the initial term, your membership will automatically continue on a month-to-month basis at **\$49.99** until your membership is cancelled by you. During your initial term, you may cancel your membership only in the event that: (a) you permanently relocate your residence more than 25 miles away from your original residence and such relocation also puts you more than 25 miles away from any Massage Envy or Massage Envy Spa; or (b) a physician certifies that you are unable to receive clinic services. All cancellation requests MUST be accompanied by written proof of relocation (e.g., executed Mortgage or Rental agreement, utility bill, car insurance) or submission of your Physician's statement that you can no longer receive clinic services. All cancellation requests must be submitted in writing and will become effective 30 days from the date the cancellation request was processed. Payments due prior to the effective date will be charged as scheduled. You may use any accrued membership services for 30 days after your final membership payment has been processed. No refunds will be given for any remaining unused sessions.

☒ (Initial) You have the entire initial and renewed term of the membership agreement to use all membership services. You may continue to redeem your membership services as long as your membership is in effect and is current. Upon termination or cancellation of your membership for any reason, all unredeemed membership services will expire 30 days after the final membership payment has been processed.

☒ (Initial) You may cancel or reschedule an appointment with no charge any time before the close of business on the business day preceding your appointment. Same day cancellations or appointment changes will be charged 50% of the scheduled service price. If you do not call to cancel or do not show up for your scheduled appointment, you will be charged full price for the scheduled service.

☒ (Initial) You may use your membership benefits at any of our locations nationwide; however, prices and services offered may vary and you will be subject to the prices charged at the clinic where you received your service. If you reside outside of the clinic area where you purchased this agreement (in another state or city), your monthly fee will be subject to prices charged at the clinic where you receive services. Please ask your clinic for specific pricing and services offered.

☒ (Initial) If your clinic offers facials or other services, there will be an additional charge for these services based on the market rate.

By signing below, I authorize **Massage Envy** to charge the account I have specified. Monthly dues and/or renewal fees will be withdrawn on or after the same day of each month. I understand **Massage Envy** may continue to charge my account or cancel my membership in accordance with the terms and conditions of this agreement. Additionally, I authorize **Massage Envy** to charge my credit card on file in lieu of presenting it for any services received, at my request.

We agree to sell and you agree to purchase the membership, goods and services described herein. You agree to pay us for the membership, goods and services according to the payment schedule above. Your signature below indicates your agreement to be bound by the terms, conditions, rules and regulations of this Agreement. All of the terms and conditions in this Agreement, as well as those contained in the "Terms and Conditions" section on our website, are a part of this Agreement. All buyers and members signing this Agreement are equally responsible for paying it in full.

Payment Method: Credit Card Ending in [REDACTED] ID Checked: _____ (Members Initials)

YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS AGREEMENT BEFORE SIGNING. YOU UNDERSTAND THE ADDITIONAL TERMS AND CONDITIONS POSTED ON WWW.MASSAGEENVY.COM ARE INCORPORATED INTO THIS AGREEMENT AND ARE BINDING. YOU ACKNOWLEDGE EACH MASSAGE ENVY SPA OR CLINIC IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISE AND YOUR AGREEMENT IS WITH ONE OF THESE, AND NOT WITH MASSAGE ENVY FRANCHISING, LLC, THE FRANCHISOR.

BUYER SIGNATURE _____

BUYER PRINTED NAME _____

DATE

MEMBER SIGNATURE _____

MEMBER PRINTED NAME _____

DATE

Accepted by

04-05-14