

Absolute Body Balance 719.266.8884

3055 Austin Bluffs Parkway, Colorado Springs, CO 80918



Wellness Plan Agreement

Enrollment Date _____

Member Name (as stated on card on file) _____

Member Billing Address _____

City _____ **State** _____ **Zip Code** _____

Member Phone Number _____ **Cell Phone Provider:** _____

Member Email Address _____

Opt in for text reminders: ___Y ___N

Opt in for email Reminders: ___Y ___N

Please notify us of any changes to the information listed above immediately

You have elected to pay your membership on a monthly basis (10% off massage services and products):

_____ 60 minutes (\$54) _____ 90 minutes (\$81) _____ 120 minutes (\$108)

Policies and Procedures / Terms and Conditions

INITIAL BELOW (Required)

_____ If you choose the month-to-month membership then you will be entitled to one session of the indicated length every month. Your massage will be available to you after your payment has been processed. Any additional massages you choose to receive that month will be an additional charge at a 20% discount due at the time of the service and will be the same price of your month-to-month membership fee. A monthly charge will be applied to your card until you notify the clinic of a cancellation of your membership. You may cancel at any time without penalty. If you do not use your massage for the month it is withdrawn then it will rollover into the subsequent months of your membership and you will have 6 months to use the massage(s). After 6 months of the massage(s) rolling over, they will expire and you will lose the opportunity to use them. If you have a rollover massage(s) and you cancel your membership, you will have 30 days to use the massage(s) before they will expire and you lose the opportunity to use them. Rollover massages may be combined for a longer session.

_____ Month to month memberships can be shared with one other person who has access to the membership prepaid massage and other discounts. This person is not able to alter or change plan details including termination.

_____ You may cancel an appointment with no charge if it is before the close of business the day beforehand. If you do not call and cancel your appointment and do not show up for your scheduled appointment you will be charged the full price of the massage service. Please note that your massage therapist is only required to be at the clinic for their scheduled appointments. The cancellation fees cover the expenses of your therapist.

_____ If through no fault of ours, your payment cannot be completed properly due to insufficient funds, credit limit exceeding expectations, the transaction not being permitted by the company or account, or if you have provided us with the incorrect card information then a \$10 fee will be added to the monthly payment being processed. We reserve the right to collect at any time any outstanding balance. You agree to notify Absolute Body Balance of any changes to your information regarding your membership.

_____ Inappropriate behavior from clients or therapists will not be tolerated in any manner. We request that you notify another staff member of the clinic for appropriate action to be taken. We have the right to refuse or discontinue service at any time for any reason. You agree to abide by the clinic's rules and regulations and agree to maintain a mutual respect for boundaries amongst the therapists and other clinic staff employed by Absolute Body Balance. Violation of these rules and regulations may result in termination of your membership and in extreme cases, you may be prohibited from our property.

_____ You are entitled to a copy of this contract and may cancel this contract at any time. You must notify Absolute Body Balance of your cancellation so that they may properly document that you wish to do so. Any payments taken out before you choose to cancel this membership are non-refundable. If you choose to cancel this membership, any massage(s) you have available must be used within 30 days of the date you have notified the clinic.

_____ We reserve the right to make any changes to our policies and procedures and you will receive notice of any change that will be implemented.

_____ **Disclaimer of Liability:** Absolute Body Balance only employs professional massage therapists who comply with state, city and/or local licensing requirements. It is your responsibility to notify your therapist and clinic of any pre-existing conditions, limitations, or sensitivities that may have an effect on your therapy session as well as any discomfort felt during your session. You understand and voluntarily accept any risks associated with your treatment and/or any use of the clinic's facilities. Except where prohibited by law, you agree that Absolute Body Balance will not be liable for any injury, including, without limitation, personal, bodily or mental injury, economic loss, or any damage to you resulting from negligence, other acts of the clinic, anyone on the clinic's behalf, or anyone using the services of the facilities of the clinic.

This agreement may not be amended except by an agreement in writing duly authorized and executed by both parties. The waiver of any breach of any provisions of this agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach by said party either of the same or of another provision of this agreement. This agreement contains the entire agreement between the parties and no statement or promise made by either party or the agent of either party that is not contained in this agreement shall be valid or binding. Invalidation of any of the provisions of this agreement shall not affect the validity of the remainder of this agreement. This agreement may not be assigned by the client. In the event that Absolute Body Balance must consult with legal counsel or commence legal action to enforce this agreement, it shall be entitled to recover its attorney's fees and costs incurred in conjunction therewith. This agreement shall be construed in accordance with the laws of the state of Colorado. The parties agree that venue and jurisdiction shall be proper only in Colorado Springs, Colorado.

By signing below, I authorize Absolute Body Balance to charge my credit card for the amount in full or on a monthly basis on the **last business day of every month**. I understand that Absolute Body Balance may continue to charge my account or cancel my membership in accordance with the terms and conditions of this agreement. I also acknowledge receiving and reading a completed copy of this contract before signing and understand the rules and regulations and the terms in the "policies and procedures" portion of this contract.

Signature _____

Date _____