

# Absolute Body Balance

Available to use at any of our locations!



## 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 are electing to pay the selected amount on a monthly basis:

\_\_\_\_\_ 60 minutes (\$58)      \_\_\_\_\_ 90 minutes (\$85)      \_\_\_\_\_ 120 minutes (\$112)

## 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. 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 If you do not use your massage for the month it is withdrawn then it will rollover into the subsequent months of your membership. If you have a rollover massage(s) and you cancel your membership, you will have any prepaid massages available to use on your account. Rollover massages may be combined for a longer session.

\_\_\_\_\_ Any additional massages you choose to receive that month will be offered at a greater discount. (Prices subject to change; please see front desk associate for details.)

\_\_\_\_\_ Month to month memberships can be shared with up to three other people who have access to the membership prepaid massage and other discounts. This person is not able to alter or change plan details including termination.

\_\_\_\_\_ **24 Hour Cancellation Policy:** You may cancel an appointment with no charge if it is 24 hours prior to the appointment. If you cancel within 24 hours you will be charged 50% of the appointment cost. 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.

\_\_\_\_\_ 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 of the agent or 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 even 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 on file on a monthly basis on the **first day of every month**. I understand that Absolute Body Balance may continue to charge my account until I cancel my membership in accordance with the terms and conditions of this agreement. I also acknowledge 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** \_\_\_\_\_

----- **Office use only** -----

**Staff Name** \_\_\_\_\_

**Signature** \_\_\_\_\_