

Just Massage

(Harris Chiropractic Clinic)
664 Sango Rd. Clarksville, TN 37043
Phone: (931) 368-0423 Fax: (931) 368-0448

Its not a luxury
its a therapy
a massage for the average Joe
no fluff just good therapy

Just Massage Membership Agreement

We use the words **you** and **your** to mean the Member. The words **we** and **our** refer to Just Massage.

Membership #: _____ **Member Name:** _____

Member Address: _____

Social Security Number: _____

Membership Description & Payment Schedule

You have elected to pay your membership: On a monthly basis Paid in Full

Your sign up date is _____. If you desire a massage prior to the date of your membership, the discounted (\$45.00) rate will apply, as well as other massage membership benefits.

Your membership dues of \$49 (not including any additional applicable taxes) will be due on the 1st of the month, then due on or after the same day of each month hereafter until your membership expires or is terminated in accordance with this agreement.

Your membership is auto-renewable. Following the initial term, your membership will automatically continue on a month-to-month basis at \$49 per month until your membership is cancelled. You may cancel your membership during the initial term only in the event that you permanently relocate your residence more than a 25 mile radius away from any Just Massage clinic. All cancellations require 30 days written notice and are effective 30 days after the date received. Payments due prior to the effective date will be charged as scheduled. _____ **(Initial)**

You have the entire initial and renewed term of the membership agreement to use all membership massages. You may continue to redeem your membership massages as long as your membership is in effect and is current. Upon termination or cancellation of your membership, all unredeemed membership massages will expire. _____ **(Initial)**

You may cancel a massage appointment with no charge any time before the close of business on the business day preceding your appointment. Same day cancellations 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)**

By signing below, I authorize Just Massage to charge the account I have specified. Monthly dues will be withdrawn on or after the same day of each month. I understand that Just Massage may continue to charge my account or cancel my membership in accordance with the terms and conditions of this agreement. Additionally, I authorize Just Massage 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 document entitled "Rules and Regulations" that has been given to you, are a part of this contract. All persons signing this contract are equally responsible for paying in full.

You acknowledge receiving and reading a completed copy of this contract before signing. You understand that our rules and regulations are incorporated into this agreement and are included in your membership packet.

MEMBER SIGNATURE

MEMBER PRINTED NAME

DATE

RULES AND REGULATIONS

- 1- Your dues based membership entitles you to a one (1) hour massage session in clinic per month during the term of your membership. Your paid in full membership allows you to redeem (1) massage per month throughout the term of your membership unless you miss a month and then you may redeem the missed massage at any time. Your membership status must be active in order to redeem any massage membership service. You may transfer (gift) massages to others if you have built up some from previous months. Picture ID will be required to establish membership enrollment.
- 2- Each one hour massage session includes sixty minutes of hands-on massage (sixty minutes of table time) and allows ten minutes for client consultation and dressing.
- 3- Upon approval of your written request for membership cancellation during the initial membership term, you will be relieved from making any future membership dues payments. If you have paid in full for membership services, you will be refunded the future unused portion of your membership dues for any membership massages you have not yet redeemed. If you die or become disabled such that you are unable to redeem all of your massages, you and/or your estate will be relieved from making payment for membership services other than those you received prior to your death or disability. IF you have paid in full for your membership services, you or your estate will be refunded the future unused portion of your membership dues, for any massages you have not redeemed. You may cancel this membership during the renewal term of the membership upon thirty day advance written notice to the Just Massage clinic. You are responsible for any and all membership fees incurred until your membership is cancelled in accordance with the terms of this agreement. All cancellations and refunds under this section are effective upon the date of approval with the proper documentation by the Just Massage clinic. All refunds will be for the months of membership remaining after the effective date of cancellation that are unused. We reserve the right to collect at any time any previous outstanding membership balance(s) for any other services that have not been satisfied.
- 4- Inappropriate behavior from clients or therapists will not be tolerated in any manner. We request that you immediately notify the Just Massage Administrator for appropriate action. We have the right to refuse or discontinue service at any time for any reason. You agree to follow all clinic rules and regulations. Violation of rules and regulation may result in suspension or cancellation of your membership. You will be responsible for payment in full upon revocation of membership.
- 5- We reserve the right to terminate or deny re-enrollment for an indeterminate amount of time if a customer has an unsatisfactory payment history. If the membership account becomes delinquent and is not properly cancelled, this account will be sent to collections and buyer agrees to pay all reasonable collections cost. Including reasonable attorney's fees.
- 6- For purposes of identification and billing you agree to provide us with current accurate, complete and updated information including your name, address, telephone number and applicable payment data. You agree to promptly notify us of any changes of your membership data. You have the right to receive a notice of change in the event that any changes to the terms and conditions of your membership are implemented that will vary the amount to be periodically billed to your account. We will send you a notice of change at the mailing address you have provided at least ten days prior to the effective date of such change. Except as expressly provided herein, we may modify our services or the terms and conditions of this Agreement at any time without notice and such modifications shall be deemed effective immediately upon making such changes.
- 7- Late charge(s)-If all or part of any scheduled payment is more than ten days late, we may charge you a late fee of \$10.00. Entire Agreement: This Agreement constitutes the entire agreement between you and us. This agreement cannot be amended except in writing executed by both parties. We may delay enforcing any of our rights without losing them. We can enforce this Agreement against your heirs and legal representatives. We may assign or transfer this Agreement or any of our rights under this Agreement without notice to you, except as otherwise required by law. Your rights and/or obligations under this Agreement cannot be assigned by you to anyone else without our prior written consent.
- 8- Just Massage only hires professional massage therapists who comply with state, city and local licensing requirements. If you would like to see a particular massage therapist's license or registration, please contact the Just Massage Administrator. Additionally, if you have any questions/comments/complaints about your massage therapist, please bring this to the attention of management immediately.
- 9- It is your responsibility to inform the therapist if you feel any discomfort during the session and of any pre-existing conditions, limitations or specific sensitivities. In the event that you experience any discomfort, please ask the therapist to adjust the level of pressure. You understand and voluntarily accept any risks associated with your massage or any use of the clinic's facilities. Except where prohibited by law, you agree that Just Massage will not be liable for any injury, including without limitation, mental, personal, or bodily 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.

You are entitled to a copy of this contract at the time you sign it. You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you cancel this contract within the three-day period, you are entitled to a full refund of your money less a fee equal to the value of any services received. If the third business day falls on a Sunday or a holiday, notice is given if mailed or delivered as specified in the notice on the next business day. Refunds must be made within thirty operating days of receipt of the cancellation notice by the clinic. "Business Day" means any day on which clients may inspect and use the facilities and services of the clinic during a period of at least eight hours. All cancellations request must include a signed and dated written notice of cancellation by registered mail, return receipt requested or personally deliver a signed and dated written notice of cancellation to Just Massage 664 Sango Road, Clarksville, TN 37043.

Signature

Date