

# BOTANICA

— W E L L N E S S  S A N C T U A R Y —

## Massage Membership Contract

Member's Name: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

You have selected a Massage membership at \$79 per month. This entitles you to **one** 50-minute Swedish, Deep Tissue, Mother-To-Be Massage **per month**. This is a 6 month membership with an enrollment date of \_\_\_\_\_. The initial term of your membership expires on \_\_\_\_\_ **and then will renew monthly**.

### Additional Benefits Of This Membership Include:

- \$79 for each subsequent 50-minute Swedish, Deep Tissue or Mother-To-Be Massage during the month
- \$30 upgrade to an 80-minute massage
- 10% off any add-on to a massage
- Ability to roll over unused massage credit for 2 months
- Ability to buy Massage Gift Cards at your Membership Price of \$79

By signing below, I authorize Botanica Wellness Sanctuary to charge monthly dues to my credit card once per month and on the day of the month the contract started. I understand that Botanica Wellness Sanctuary will continue to charge my account as stated above or may cancel my membership in accordance with the terms and conditions of this agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### TERMS AND CONDITIONS

Massage Membership is valid only for 55-minute Deep Tissue, Swedish, or Mother-To-Be Massage. You may pay extra at the time of service for an 80-minute massage session and/or specialty massage offering. **After the 6 month term ends, Botanica Wellness Sanctuary will continue your membership on a monthly basis unless we receive written cancellation notification from you.**

We will use our best efforts to process all your payments properly. However, we shall incur no liability if we are unable to completely process any of your payments because of the existence of any of the following circumstances:

1. If through no fault of ours, your payment account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your credit card, or your payment account or credit card does not otherwise permit the transaction to be executed; or
2. You have not provided us with the correct account information to process your payment accurately; or
3. Circumstances beyond our control, such as but not limited to fire, flood, acts of war, or other interference from an outside force, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances. Your massage membership entitles you to one massage per month of a duration stated above during the term of your membership. Your membership services are not transferable to any other person or entity.

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 notify us promptly of any changes in your membership data.

You have the right to receive a notice of change in the event that we make any change to the terms and conditions of your membership that will vary the amount to be periodically billed to your account specified above. We will send you a notice of change at the mailing address at the top of this Agreement 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.

### **CANCELLATION POLICY & PROCEDURE**

**CANCELLING YOUR APPOINTMENT:** You may cancel your appointment without charge anytime 24 hours before your appointment. Same day cancellations will be charged 50% of the scheduled service price. If you do not call or show for your scheduled appointment, you will be charged full price for the scheduled service.

**CANCELLATION OF MEMBERSHIP DURING INITIAL TERM:** You may cancel this agreement during the initial term of your membership upon the following conditions:

a) You change your permanent residence to a location more than 30 miles from Botanica Wellness Sanctuary which **MUST** be accompanied by written proof of relocation (e.g., copy of driver's license or utility bill) or b) Your death or permanent physical disability

If the membership account becomes delinquent and is not properly cancelled, this account will be referred to collections and buyer agrees to pay all reasonable collections, agency fees, and legal costs incurred.

**CANCELLATION OF MEMBERSHIP AFTER INITIAL TERM:**

You may cancel your membership after the 6 month initial term has ended by providing a written statement of cancellation a minimum of 30 days prior to your next scheduled payment. Notice of cancellation provided after a payment has been processed does not entitle you to a refund. If you provide statement of cancellation with fewer than 30 days before your next payment is scheduled, the payment shall run on its normally scheduled date and is not eligible for a refund. After your membership has been terminated, unused services on your account may be used so long as they have not expired (i.e. are within 90 days of purchase date).

### **DISCLAIMER OF LIABILITY**

You understand and voluntarily accept any risks associated with your treatment or the use of our facilities. Except where prohibited by law, you agree that Botanica Wellness Sanctuary will not be liable for any injury, including, and without limitation, personal, bodily, or mental injury, economic loss, or any damage to you resulting from negligence, other acts of Botanica Wellness Sanctuary, anyone on Botanica Wellness Sanctuary's behalf, or anyone using the services and/or facilities of Botanica Wellness Sanctuary.

### **OTHER PROVISIONS**

**LATE CHARGE:** If all or part of any scheduled payment is more than 10 days late, we may charge you a late fee of \$10.00.

**NOTICE TO CUSTOMER: 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 OPERATING DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU CHOOSE TO CANCEL THIS CONTRACT, YOU MUST EITHER: SEND 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:**

Botanica Wellness Sanctuary  
1940 E 18<sup>th</sup> Ave.  
Denver, CO 80206

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 Botanica Wellness Sanctuary 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 Denver, CO.

**Credit Card Information:**

Last 4 digits of card to be charged monthly (at time of signing): \_\_\_\_\_

**YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS CONTRACT BEFORE  
SIGNING IT.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_