

## Please read and initial the terms of the contract below:

\_\_\_\_\_ Unused, prepaid services do not accrue from month to month. As long as I am a member in good standing I may schedule one prepaid service per month (between the 1<sup>st</sup> and 30<sup>th</sup> of each month) in accordance to the agreed terms on the Application.

\_\_\_\_\_ This membership and services purchased under this membership are non-transferable.

\_\_\_\_\_ 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, or the other interference from an outside force, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

\_\_\_\_\_ 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.

\_\_\_\_\_ Your membership is auto-renewable. Following the initial term, your membership will automatically continue on a month-to-month basis at the predetermined rate until your membership is cancelled or terminated as provided in this agreement. The first automatic payment will be charged to your card the month following your membership sign-up date.

\_\_\_\_\_ We reserve the right to revoke membership at any time for misconduct or lewd behavior on our premises. You will be responsible for payment in full upon revocation of membership. We reserve the right to change pricing at any time upon reasonable notice. Should prices increase, you have the right to cancel membership without penalty during initial period following cancellation guidelines as described below.

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 on the Application 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.

**CANCELLING APPOINTMENTS**

\_\_\_\_\_ You may cancel your appointment without penalty if you cancel within 24 hours of your appointment. Cancellations without 24 hour notice will result full payment for service. Cancellations may be received via e-mail ([artofmassageny@gmail.com](mailto:artofmassageny@gmail.com)) Phone 631-288-5588 (leave message).

**CANCELLATION OF MEMBERSHIP**

\_\_\_\_\_ You may cancel your membership at any time for any reason without penalty after 90 days. Cancelling your membership prior to 90 days will result in a \$75 charge.

Only a limited number of memberships are available at any given time. Therefore, if you do cancel and wish to re-enroll in the future, you may be placed on a waiting list.

\_\_\_\_\_ No refunds. Upon cancellation you may either use any remaining services before the next billing period, or you may receive a store credit or gift card with any remaining value, which can be used at the non-member rates. We reserve the right to terminate or deny re-enrollment for an indeterminate amount of time if you have an unsatisfactory payment history.

\_\_\_\_\_ If through no fault of ours, your payment account does not contain sufficient funds to complete the transaction, or your payment account or credit card does not otherwise permit the transaction to be executed, your agreement may be terminated if we cannot contact you to update your account with a working payment method.

\_\_\_\_\_ I have read the above terms of contract and cancellation policy.

Singnature \_\_\_\_\_ Date \_\_\_\_\_