elements massage®

WELLNESS PROGRAM AGREEMENT

Member Name	
Selected Membership Type	☐ 1 Hour ☐ 90 Minute ☐ 2 Hour ☐ Other *Sessions include time for consultation and dressing.*
Payment Method	☐ Visa ☐ Amex ☐ ACH (if available) ☐ MC ☐ Discover
Last 4 Digits of Card	Exp Date
Associate Member Name	
Associate Member's Phone	

Elements Wellness Program™ Benefits

- Receive Every Massage at Member Rate
- Visit Any Studio Nationwide*
- Unused Sessions Roll Over
- Share Membership with 1 Additional Person
- Month-to-Month Agreement
- Discounts on Gift Cards
- Additional Benefits As Determined by Studio

**after December 1, 2016*

Monthly Membership Rate	Membership Start Date	Sales Representative

Your first payment will be drafted on _____ and will continue to be drafted on the _____ day of each month for the duration of the membership which automatically renews on a month-to-month basis. You are hereby authorizing Operator (and its successors and assigns) to process these credit card or ACH transactions according to the membership type and payment method selected above. This authorization will remain in effect until this agreement is terminated or cancelled by the process detailed below. You agree to notify the Studio of any changes to your payment information.

MEMBERSHIP BENEFITS
You may receive additional massage sessions at your then-current membership rate. Unused massage sessions rollover each month and may be used within twelve (12) months of their original issue date so long as your account remains active and in good standing. There may be additional benefits of membership as determined by the Studio. You may use your unused prepaid massage sessions at other participating Elements Massage™ studios in the United States, subject to the terms and conditions set forth in this agreement. If you do not have any unused prepaid massage sessions at the time of service, you will pay that studio's then-current membership rate for the massage session. Participating Elements Massage™ studios may require additional documentation (such as a separate Intake Form) for you to utilize services. Notwithstanding the foregoing, each Elements Massage™ studio is independently owned and operated. This membership may be shared with ONE additional person identified as an Associate Member and he/she will receive the same benefits.

MEMBERSHIP CANCELLATION
To cancel this membership, a completed Cancellation Form must be presented to the Studio at least thirty (30) days prior to the next monthly auto payment date, or such other notice as required by law. In the event of failed payment or inappropriate conduct by you or your Associate Member (as determined by Operator at its sole discretion), Operator reserves the right to terminate your membership. Excluding termination for inappropriate conduct, you acknowledge and agree that any unused prepaid massage sessions must be used within sixty (60) days of the date of your last auto payment, after which time any remaining unused sessions will be forfeited. No refunds will be issued for forfeited massage sessions .

APPOINTMENT CANCELLATION
Appointments may be cancelled without charge up to 24 hours before the appointment's scheduled start time. Cancellations made with less than 24 hours' advance notice may be charged a Late Cancellation fee up to the full cost of the booked session as determined by studios.

TERMS & CONDITIONS
Subject to applicable law, Operator reserves the right to increase your monthly membership rate upon thirty (30) days' written notice to you. Unless you complete the proper cancellation procedures identified herein, you shall incur the increased monthly membership rate on your next monthly auto payment date following the end of the notice period. Operator reserves the right to transfer or assign all or any part of its interest, rights, privileges, duties, and obligations hereunder to any person or legal entity without notice to you or your approval. You acknowledge and agree that this agreement shall be binding to the fullest extent permitted by law. This agreement is subject to applicable law in the jurisdiction where the Studio is located and such applicable law shall prevail in the event of any conflict with the terms and provisions of this agreement. If any term or provision of this agreement is deemed to be invalid, illegal, or unenforceable, all other terms and provisions shall remain in full force and effect and furthermore, such invalidity, illegality, or unenforceability shall not invalidate or render unenforceable such term or provision in any other jurisdiction. This constitutes the entire agreement between the parties and supersedes all prior or contemporaneous proposals, agreements, representations, statements, negotiations and understandings, whether oral or written, between the parties concerning the matters set forth in this agreement.

STUDIO OPERATOR NAME: WM Chandler Investments II, LLC dba Elements Massage ("OPERATOR")
3901 S Arizona Avenue Suite 1, ("STUDIO")

By signing below, I expressly authorize Operator to conduct the payment transactions specified above and hereby agree to all terms and provisions set forth in this agreement.

Member Signature	Date

The Studio identified above is independently owned and operated by the Operator. Neither Elements Therapeutic Massage, LLC (ETM) nor any of its parents, subsidiaries, or affiliates, is the owner or operator of the Studio, nor are contractually or otherwise liable to you, the Member identified in this agreement. Please be advised your personal information (including but not limited to visit history, buying habits, personal preferences, and the contact information provided in this agreement) will be shared with ETM, its affiliated companies, approved third-party vendors, and other Elements Massage™ studios for various purposes, including but not limited to providing, maintaining, and improving services at Elements Massage™ studios. ETM's privacy policy is available at www.elementsmassage.com.