



Membership Agreement Form

This membership agreement between D'Vine Medical Spa LLC and _____ (Member Name) shall be effective on the date of ____/____/____. Benefits will become available 15 days after the first payment.

Membership Options (choose one or more options)

- D'Vine Beauty Club \$_____ per month.
- The Laser Hair Removal Club \$_____ per month for _____ (package size) area(s)
- Elite Hydrafacial Club \$149 per month.

Total Monthly Membership(s) \$_____ per month to be automatically debited on the __15th__ of every month or next business day if it falls on weekend or holiday.

Membership Term:

1. This Agreement is personal to the member and may not be assigned, transferred or otherwise disposed of by the member.
2. Applicants or membership must be at least 18 years old. Applicants under the age of 18 years old must have parental consent.
3. Banked funds can be used towards any spa services (excluding facials & weight loss management). For example, D'Vine Beauty Club cannot be used towards the Laser Hair Removal Club or Hydrafacial Club.
4. The Initial Period membership has a **minimum of 4 months commitment for Beauty Club, 6 months** for Hydrafacial Club, and **12 months** for Laser Hair Removal Club.
5. D'vine Beauty & Hydrafacial Clubs has a sign up **processing fee of \$49**.
6. Laser Hair Removal Club has a sign up **processing fee of \$29**.
7. The member shall not be entitled to terminate or suspend his/her membership during the Initial Period. If the membership contract is terminated before the expiration of the Initial Period, an **early termination fee of \$200** will be charged and required to be paid before any services are booked..
8. No refunds will be made for any previous unused membership payments. This will be provided as a D'Vine Medical Spa credit.
9. There are no additional hidden membership fees or cancellation fees after the Initial Period with the exception for Laser Hair Removal Club Members with cancellation processing fee of \$50.
10. There is, however, a resign up processing fee of \$49 for D'Vine Beauty Club Members if you decide to resign.

Automatic Payment Agreement:

1. Monthly membership payments shall be made in advance by direct debit from the member's designated credit card kept on file. This information will be kept on file by D'Vine Medical Spa. Members are responsible to ensure that the credit card on file is valid so that monthly payments can be processed. You may change the credit card provided at any time, provided, however, that it is your responsibility to make sure that there is always a valid credit card number on file. If there is not a valid credit card on file at the time the payment is due and one is not provided within 5 days, D'Vine Medical Spa may exercise any and all rights available to it, whether under this agreement or under applicable

Initials_____



law, which may include, but are not limited to, suspension of your membership until such payment is made, assessing a late payment fee of \$50.00, and/or terminating this Agreement.

2. D'Vine Medical Spa reserves the right to review subscriptions periodically. Members will be given at least 30 days' notice of any changes, which include : (i) any increase in membership fee, (ii) change in date of automatic payment withdrawal.

Termination or Suspension of Membership:

1. Either party may cancel membership at any time by giving 30 days written notice to the other party post the Initial Period (4 months) of start of membership. No other forms of cancellation will be considered.
2. D'Vine Medical Spa reserves the right at any time to cancel or suspend the membership of any member in the event of the following:
 - a. The member commits a serious break of this Agreement and/or D'Vine Medical Spa Rules and Regulations.
 - b. Where any monies due to D'Vine Medical Spa by the member remain unpaid for 30 days after its due date of payment.
 - c. The Member knowingly provides false details when applying for membership and the false declaration would have reasonably affected D'Vine Medical Spa's decision to grant the membership.
 - d. If D'Vine Medical Spa terminates for any reason, they reserve the right to retain any monies received to cover any reasonable costs they have incurred as a result.

Terms and Conditions:

1. D'Vine Medical Spa reserves the right to vary, add, or eliminate any of the particular services provided from time to time.
2. D'Vine Medical Spa reserves the right to set aside office block time for social events or activities that can interfere with a preferred date/time for appointments.
3. D'Vine Medical Spa reserves the right to close or modify office hours with or without notice.
4. Membership services/rates may not be combined with any other promotional offer or promotional gift card.
5. A gift card may not be redeemed to pay any portion of the membership fees. It can, however, be used towards additional services or upgrades to services.

I hereby agree to the D'vine Beauty Club Membership(s) Agreement as stated above.

Print Name: _____ Date: _____

Signature: _____

Initials_____



Notice to Members

Do Not sign this agreement before you have read it in its entirety. The member is entitled to a completed copy of this agreement. The member acknowledges that this document is an agreement and will become legally binding upon its acceptance by D'vine Medical Spa. The member also understands there will be no refunds issued for any charged (member) dues.

The undersigned member acknowledges receipt of D'Vine Medical Spa's membership terms and conditions and has read, understands, and agrees to be bound by the terms and conditions as part of this agreement.

Any member, who is under the age of 18, must have a parent or legal guardian co-sign and be present during all office visits. The co-signer, along with the member, agrees to be bound by all terms and conditions of this agreement.

Release and Waiver of Liability

I have read and understand this waiver and have been fully informed of all of D'Vine Medical Spa membership terms and conditions as well as membership benefits and limitations. I certify that I have disclosed all medicated conditions that might affect my treatments. I understand that D'Vine Medical Spa's providers cannot diagnose any medical conditions and release them from any injury resulting from undiagnosed medical conditions present during my treatment. I assume all responsibility for updating changes in physical and mental condition and for reporting all injuries sustained at D'Vine Medical Spa at the time of service.

Disclaimer

D'Vine Medical Spa is not responsible for any injury or loss or property to any person while on the premises or participating in D'Vine Med Spa's services. As a member, I assume full responsibility for services received at D'vine Medical Spa and shall indemnify D'vine Medical Spa, its affiliates, agents, and employees against any and all liability arising from services rendered.

Credit Card Authorization

Cardholder Name: _____

Billing Address: _____

City/State/Zip Code: _____

Email: _____

Card Number: _____ Expiration Date: ____/____/____

CCV Code: _____ Card Type: Visa Mastercard Discover American Express
(three digits on the back of card, or 4 digit on front of card if Amex)

Signature: _____ Date: _____

Initials _____