

# THE SPASAVOR CLUB

## Spa Gregorie's Spa Savor Club Agreement (Monthly Recurring Charges)

We use the words you and your to mean the Buyer or Member.  
The words Spa Gregorie's, we and our refer to Spa Gregorie's Day Spas & Salons LLC.

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MEMBER NAME: \_\_\_\_\_

MEMBER ADDRESS: \_\_\_\_\_

MEMBER EMAIL ADDRESS: \_\_\_\_\_

MEMBER MOBILE PHONE NUMBER: \_\_\_\_\_

MEMBER HOME PHONE NUMBER (Optional): \_\_\_\_\_

PREFERRED LOCATION  Newport Beach  Rancho Santa Margarita  Del Mar

### Membership Description & Payment Schedule

You have elected to pay your membership dues on a monthly recurring basis.

Your membership term begins today.

Your enrollment fee (first months charge) of \$ 5.00 (not including any additional applicable taxes) is due today.

Your monthly membership dues of \$ 5.00 will be due once per month, on or before the same day of each month, hereafter until your membership expires or is terminated in accordance with this agreement.

\_\_\_\_\_ (Initial) Initial term of membership is one year. Upon completion of one year the membership will continue on a monthly recurring cycle. 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 Spa Gregorie's location; or a physician certifies that you are unable to receive spa services. All valid 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. Spa Gregorie's has the right to amend this membership and terms at any point.

\_\_\_\_\_ (Initial) Membership is not transferable but is good at all Spa Gregorie's locations. Member pricing is not transferable. Member pricing is not valid with any other promotional offer or thank you points and may not be combined with any other offers or discounts, nor purchased with Spa Finder, Spa Wish, or any other certificates not purchased directly from Spa Gregorie's. Member pricing may not be available with all Spa Gregorie's technicians. Membership dues may not be applied toward service pricing.

\_\_\_\_\_ (Initial) Month-to Month Payment: You may continue to receive services with your membership discount as long as your membership is in effect and is paid current. Upon termination or cancellation of your membership, all membership rates will terminate.

\_\_\_\_\_ (Initial) You may freeze (no recurring charges during freeze) your membership for a period of 30 days (minimum) to 60 days (maximum). Memberships may be unfrozen at any time at least 30 days after the start of the freeze or will automatically recommence on the pre-determined freeze end date. At the end of the membership freeze term your dues will continue with your next scheduled recurring membership charge.

\_\_\_\_\_ (Initial) We require 24 hours notice for any changes or cancellations to your scheduled appointment(s). Cancellations within 24 hours notice and same day cancellations will be charged a cancellation fee equal to 100% of the scheduled service. If you do not call to cancel before the cancellation period or do not show up for your scheduled appointment you will be charged full list price for the scheduled service(s).

By signing below, I authorize Spa Gregorie's Day Spas & Salons, LLC to charge the account I have specified. I validate that this credit card account is my account and approved for my use and charges. Monthly dues and/or renewal fees will be withdrawn on or after the same day each month. I understand that Spa Gregorie's Day Spas & Salons LLC may continue to charge my account or cancel my membership in accordance with the terms and conditions of this agreement. Additionally, I authorize Spa Gregorie's Day Spas & Salons, LLC 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 brochure that has been given to you, are a part of this Agreement. All persons signing this Agreement are equally responsible for paying it in full.

Credit Card Type (Visa/MasterCard/Discover/AMEX only) : \_\_\_\_\_

Expiration Date: \_\_\_\_\_ . CSV number (4 digit for AMEX) \_\_\_\_\_ .

Credit Card Number: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS AGREEMENT BEFORE SIGNING. YOU UNDERSTAND THAT OUR RULES & REGULATIONS ARE INCORPORATED INTO THIS AGREEMENT AND ARE INCLUDED IN YOUR MEMBERSHIP PACKET

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MEMBER SIGNATURE

DATE

## RULES & REGULATIONS

- 1- Your Dues Based membership entitles you to discounts on certain spa services during the term of your agreement, as specified in Exhibit A. Your membership status must be active in order to redeem any membership service pricing. Your membership services rates are not transferrable to any other person or entity. Picture ID may be required to establish membership enrollment, to receive special membership pricing.
- 2- You may cancel you membership only in the event that; you permanently relocate your residence more than a 25 mile radius away from any Spa Gregorie's location; or a physician certifies that you are unable to receive spa services. All valid 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. 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 perish or become disabled you and/or your estate will be relieved from making payment for membership dues other than those you paid prior to your death or disability. All cancellations under this section are effective upon the date of approval by the originating Spa Gregorie's Day Spas & Salons LLC location of the proper documentation.
- 3- You may freeze (no recurring charges during freeze) your membership for a period of 30 days (minimum) to 60 days (maximum). Memberships may be unfrozen at any time at least 30 days after the start of the freeze or will automatically recommence on the pre-determined freeze end date. At the end of the membership freeze term your dues will continue with your next scheduled recurring membership charge. Your membership expiration date will be extended by the amount of time that your membership was frozen. To initialize a freeze, simply contact the Spa Administrator at your local Spa Gregorie's location.
- 4- 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 REFERRED TO COLLECTIONS AND BUYER AGREES TO PAY ALL REASONABLE COLLETIONS COSTS, INCLUDING REASONABLE FEES.
- 5- 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 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 as specified in the Membership Description and Payment Schedule section of this agreement. We will send you a notice of change at the mailing address you have provided 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.
- 6- **DISCLAIMER OF LIABILITY**-Spa Gregorie's Day Spas & Salons LLC only hires professionals who comply with state, city and/or local licensing requirements. If you would like to see a particular service technician's license please contact the Spa Administrator. Additionally, if you have any questions, comments or complaints about your service technician, please bring this to the attention of managemant immediately. It is your responsibility to inform the therapist/contractor of any pre-existing conditions, limitations or specific sensitivities as well as to inform your therapist/contractor if you feel any discomfort during the sessions. In the event that you experience discomfort, please ask the therapist/contractor to adjust the service as necessary. Membership pricing may not be available with all therapists/contractors.

YOU UNDERSTAND AND VOLUNTARILY ACCEPT ANY RISKS ASSOCIATED WITH YOUR SERVICES OR ANY USE OF THE SPA OR SALON'S FACILITIES. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT SPA GREGORIE'S DAY SPAS & SALONS LLC WILL NOT BE LIABLE FOR ANY INJURY, INDLUDING, WITHOUT LIMITATION, PERSONAL,

BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU RESULTING FROM NEGLIGENCE, OTHER ACTS OF THE SPA, ANYONE ON SPA GREGORIE'S DAY SPAS & SALONS BEHALF, OR ANYONE USING THE SERVICES OR THE FACILITES OF THE SPA OTHER PROVISIONS

7- LATE CHARGE-If all or part of any scheduled payment is more than ten days late, we may charge you a late fee of \$5.

Entire Agreement: This Agreement together with Spa Gregorie's Day Spas & Salons LLC Policies & Procedures, constitute the entire agreement between you and us. This agreement cannot be amended except in writing executed by both parties.

Other Rights: We may delay enforcing any of our rights without losing them. We can enforce this Agreement against your heirs and legal representatives.

Assignment: We may assign or transfer the Agreement or any of our right under this Agreement without notice to you, except as otherwise required by law. Your rights or obligations under this Agreement cannot be assigned by you to anyone else without our prior written consent.

YOU ARE ENTITLED TO A COPY OF THIS AGREEGMENT AT THE TIME YOU SIGN IT. YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD OPERATING DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT WITHIN THE THREE-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY LESS A FEE EQUAL TO THE VALUE OF ANY SERVICE OR PRODUCTS RECEIVED. IF THE THIRD OPERATING DAY FALLS ON A SUNDAY OR HOLIDAY, NOTICE IS TIMELY GIVEN IF MAILED OR DELIVERED AS SPEFICFIED IN THIS NOTICE ON THE NEXT OPERATING DAY. REFUNDS MUST BE MADE WITHIN THIRTY OPERATING DAYS OF RECEIPTS OF THE CANCELLATION NOTICE BY THE SPA.

"OPERATING DAY" MEANS ANY DAY ON WHICH PATRONS MAY INSPECT AND USE THE FACILITIES AND SERVICES OF THE SPA DURING A PERIOD OF AT LEAST EIGHT HOURS.

ALL CANCELLATION REQUESTS MUST INCLUDE:

- 1) A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED MAIL, RETURN RECEIPTS REQUESTED; OR
- 2) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO THE SPA.

## **APPENDIX A**

Service pricing\* included in this membership:

*\*Service pricing subject to change.*

<b>Massage Services</b>	<b>Retail Price</b>	<b>Member Price</b>
60 Minute Massage- Deep Tissue, Sports or Swedish	\$99.00	\$79.20
60 Minute Maternity Massage	\$104.00	\$83.20
75 Minute Massage- Deep Tissue, Sports or Swedish	\$124.00	\$99.20
90 Minute Massage- Deep Tissue, Sports or Swedish	\$149.00	\$119.20
Soothing Stones Massage	\$149.00	\$119.20
Fassage	\$164.00	\$131.20
60 Minute Maternity Massage	\$104.00	\$83.20
<b>Body Scrubs and Wraps</b>	<b>Retail Price</b>	<b>Member Price</b>
Aloha Body Scrub	\$99.00	\$79.20
Lavender, Tangerine, Honey Body Polish*	\$99.00	\$79.20
Detox Seaweed Wrap	\$144.00	\$115.20
Hydraquench Body Facial	\$149.00	\$119.20
Ultimate Shrinkwrap	\$149.00	\$119.20
<b>Hydrotherapy*</b>	<b>Retail Price</b>	<b>Member Price</b>
Herbal Hydrotherapy	\$60.00	\$48.00
Detoxifying Thalassotherapy	\$60.00	\$48.00
Milk and Honey Bath	\$60.00	\$48.00
<b>Facial Treatments</b>	<b>Retail Price</b>	<b>Member Price</b>
Arcona Eye Treatment, add on to any Arcona Facial	\$25.00	\$20.00
Arcona Enzyme Peel Add On	\$18.00	\$14.40
Classic Facial	\$104.00	\$83.20
Pre Natal Facial	\$104.00	\$83.20
Gentleman's Facial	\$104.00	\$83.20
Signature Facial	\$114.00	\$91.20
Arcona Enzyme Facial	\$114.00	\$91.20
Epicuren Facial	\$135.00	\$108.00
Ultimate Signature Facial	\$119.00	\$95.20
Ultimate Signature Facial with NuFace Add On	\$149.00	\$119.20
Rejuvenation Deluxe Facial	\$155.00	\$124.00
About Face Facial	\$165.00	\$132.00
Epicurabraison-Face Only	\$175.00	\$140.00
Microderm-Face Only	\$140.00	\$112.00

Membership dues are charged monthly for the membership term. Upon signing, the first months' fees will be charged, then each month thereafter. Memberships dues are not refundable and non transferrable.

\*All member offers are already discounted and cannot be used in conjunction any other promotional offer or thank you points and may not be combined with any other offers or discounts, nor purchased with Spa Finder, Spa Wish, or any other certificates not purchased directly from Spa Gregorie's. Member pricing may not be available with all Spa Gregorie's technicians. Membership dues may not be applied toward service pricing.