

# **BENILEY SPA™**

## **MEMBERSHIP AGREEMENT**

This Membership Agreement (the “Agreement”) is made between BENILEY SPA™ (the “Spa”), located at 2450 Miami Gardens Drive, Suite 104, Miami Florida 33180, and \_\_\_\_\_ (the “Member”). The level of membership selected by Member is: (check the selection) Preferred \_\_, Convenient \_\_, Loyal \_\_, VIP \_\_.

During the term of this Agreement, the terms and conditions set out below will apply.

1. **Term.** This Agreement will commence on \_\_\_\_\_ and will terminate (unless extended by other provisions of this Agreement) one (1) year later, on \_\_\_\_\_.

2. **Membership.** The Spa offers a suite of spa/salon treatments and services (collectively, “Services”) to its members. Members of the Spa receive a special discount on the services and treatments offered by the Spa, as well as other valuable benefits which are listed below. Spa membership allows the member to one appointment per month. Depending on the Services desired, members may select their individual membership level among the following four tiers of membership: Preferred, Convenient, Loyal, and VIP. A member may enjoy a Service that is provided under a different tier of membership (the “Additional Services) for an additional discounted price. The prices for, and description of services and treatments available at each tier provided by Beniley Spa appear on the Beniley Spa website at [www.benileyspa.com](http://www.benileyspa.com). Member benefits and obligations are set out below.

- Members are entitled to receive a 10% discount for any Additional Services that are not performed at the Members chosen tier.
- After 3 months of membership, Member will receive a gift card or credit for \$20.00 to be applied to the purchase of any additional services (cannot be applied toward monthly membership fee or gratuities).
- Members will be entitled to a 50% discount on all additional services during their birth month.
- Members will receive a one time only gift card to be used for injectable vitamins.
- Members will receive a \$5.00 discount off any additional services for each new member referred to the Spa.
- Members receive a 10% discount for any waxing treatments that are Additional Services.
- Members receive a 20% discount of any skin care treatment
- Members receive a discount between 10% - 30% on any beauty products sold in the Spa.
- Members will receive once a year, a gift card for a friend or family member good for a 50% discount off any Services.

- Members will receive a 15% discount on all Spa gift cards at time of purchase.
- Members may suspend their membership for a period not less than one month and no longer than three months by giving Spa thirty days advance notice in writing or electronically. During the period of suspension, monthly membership payments will also be suspended and will resume at the end of the suspension period. The term of this Agreement will be automatically extended for the same length of time as the suspension. Member understands and agrees that the terms of this Agreement require that Spa receive twelve monthly membership payments.
- All Services are by appointment only. Members will make their appointments online at the website shown above ([www.benileyspa.com](http://www.benileyspa.com)) subject to availability on a first-come first-serve basis. The Spa does not guarantee that any specific provider will be available to serve or treat a member, only that the specified Services will be provided.
- Time is precious. Members will be charged for their scheduled Services for missed appointments. Cancellations must be made at least 24 hours in advance, otherwise the charges for the cancelled Services will be charged to the Member.
- Gratuities are not included in the membership fees. In those instances where a member fails to leave a gratuity to the service provide/therapist, a gratuity of 17% will be added to the cost of any Services provided to Member.
- The Spa maintains a “buddy pass” program whereby, no more than twice a year, Member may permit another person to enjoy member’s Spa Services. The Spa must be notified by Member at least 24 hours in advance, by email, providing Spa with the name and contact information for the recipient of the buddy pass.

3. **Payment.** There will be a non-refundable enrollment fee of \$29.00 applicable to all members for the first year of membership. If membership is renewed within six months after the first year of membership ends, there will be no additional enrollment fee for the following year. Monthly membership payments will be made by automatic payment to Spa. Member will arrange for either an automatic credit card payment at the time of enrollment and will complete the attached Credit Card Authorization Form. Payments will be charged to Member’s account on the first day of each month during the membership term.

4. **Cancellation.** Member may cancel their membership at any time before the yearly membership term expires by giving thirty days advance written notice and by paying to Spa the greater of: (i) one month’s membership fee, or (ii) repaying to Spa the savings Member has received for the Services used during the months of membership plus the value of savings for Services using a gift card (whether by Member or Member’s guest).

5. **Termination By Spa.** Spa reserves the right to suspend or terminate any membership for the following reasons:

- A. Member has not paid Spa any monies due under this Agreement and the debt remains
- B. unpaid for thirty days after notification from Spa.
- C. Member commits a serious violation of this Agreement or of any rule adopted by the Spa from time to time.

**D. Member has misrepresented important information about herself or her medical condition such that, if the truth had been disclosed to Spa, it might reasonably have declined the membership.**

**6. Miscellaneous.**

**A. Spa reserves the right to adjust its hours of operation and to add or discontinue Services.**

**B. Any guest of the Spa that is under the age of 18 must first present a signed Spa Consent Form from a parent or legal Guardian.**

**WAIVER AND RELEASE**

**By signing this Agreement, the Member expressly acknowledges that she is aware that there may be certain risks inherent in the use of certain equipment, such as, but not limited to, lasers, and that the use of certain skin products and treatments may result in reactions or other side effects. Member represents that she is unaware of any medical conditions that would be adversely affected by any of Spa's services, treatments or products. Therefore, Member hereby waives and releases the Spa (including its officers, directors, employees, parent, subsidiary and affiliated entities) from and against any claims for personal injury resulting from the use/application of Spa equipment, receiving any Spa treatments, participating in any program or activity offered by the Spa or the use of any product sold by Spa, unless such injury results from the gross or willful negligence of Spa.**

**Having read and understood the terms of this Agreement, Member hereby agrees to the terms set forth above.**

**MEMBER:**

**X \_\_\_\_\_  
Print Name.**

**Date: \_\_\_\_\_**