

Membership Type: GOLD

CINDY EVANS, 4184 MADISON AVE, OGDEN UT 84403

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MEMBERSHIP RULES, NOTICES, DISCLOSURES & AGREEMENTS

Membership Rules

Member may use all of the equipment available according to the membership type purchased, which is indicated at the top of this agreement. By signing this agreement, member agrees to abide by all Planet Beach rules and regulations now in effect or to become effective at any future date. All rules, regulations and services are subject to change without notice. These rules include proper use of equipment, proper conduct in the facility, adherence to appointment policies, and payment terms.

Memberships are non-refundable. Planet Beach is not responsible for lost or stolen goods. A photo ID must be presented upon entry when requested by staff. All personal items are the sole responsibility of the member (keys, wallet, etc.). Abuse and improper use of equipment will not be tolerated. Violation of Planet Beach rules may result in membership termination.

Liability Waiver

Member expressly agrees that all use of the Planet Beach facilities and equipment shall be at the member's sole risk. The location group shall not be liable to member and member shall hold harmless location group from and against any and all claims, suits, or demands, including, but not limited to those for bodily injury, illness, disease, or death sustained by member and/or its guest or property loss or damage of member and / or its guest, arising out of or in any way connected with the services provided by location group, regardless of whether or not any such claim, suit or demand shall arise in whole or in part from the sole or concurrent negligence, omission, or fault of any member of location group, or strict liability or product liability. The location group shall not be responsible or liable to member and/or its guest for articles lost or stolen in the spa or for loss or damage to any other guest, Planet Beach Franchising Corporation, and their owners, directors, officers, agents, employees, insurers, successors, assigns, parents, subsidiaries and affiliated companies, guests, and invitees.

Member Rules and Liability Acknowledgement Signature:



YOU HAVE AGREED TO THE FOLLOWING TERMS

Initial Term Monthly EFT Payment:

By entering this agreement, you agree to pay Planet Beach the membership price (dues) via Electronic Funds Transfer (EFT) auto-pay installments drafted from the provided checking account or credit card account, each month, beginning on the date outlined below in this agreement for a minimum number of months also outlined in the EFT payment section at the bottom of this agreement. Beyond the initial term listed below, an automatic renewal will begin and continue perpetually on a month to month basis unless canceled by the member.

Default and Late Payments

A default occurs when any payment due under this agreement is more than ten days late. Should any monthly payment become more than ten days past due, you will be charged a late fee of \$25. You will be charged a \$35 fee for any EFT payment returned or declined.

Automatic Renewal

After the initial membership period, listed in the EFT Payment section below, the monthly, EFT dues will automatically continue to be drafted on a month-to-month basis without further approval outside of this agreement and acknowledgement. The payments and services will continue to auto-renew each month unless a cancellation is initiated by the member in writing. *See cancellation notice and policies below.

Acknowledgement of initial term and automatic renewal:



Cancellation Policies:

OPTION 1: Cancellation of Automatic Renewal (initial terms fulfilled) A member may cancel their obligations to the automatic renewal agreement once the initial terms have been successfully met. A 60-day written notice is required to cancel the automatic renewal. During the 60-day notice period, any recurring monthly payments scheduled within that period will still be due as scheduled or can be paid in full at time of cancellation request. Any outstanding balances will be due in full at time of cancellation request. Member will still have access to all services during the notice period if payments are current. Services will be terminated at the end of the month covered by the final dues payment. OPTION 2: **Immediate Cancellation (initial terms not fulfilled) Policy:** Should a member need to cancel with no 60-day notice, an immediate cancellation may be requested and processed with a one-time \$99 cancellation fee due at time of request. Any outstanding balances must be paid a time of cancellation. All services, access, member benefits, and discounts will be forfeited and terminated at time of immediate cancellation. Any sessions not used within a Session Based Membership will be voided and no refunds given towards unused sessions.

Acknowledgement of Cancellation Policies:



Cartridge/Solution Fee

In addition to the scheduled EFT monthly payments (dues), additional product/solution fees apply for each sunless (spray tan) regardless of membership type. Products are not included in the monthly payments/dues.

Reciprocation

Reciprocation on Titanium memberships is included with their membership. Gold memberships offer reciprocation for \$10 / visit. Silver memberships offer reciprocation for \$10 / session.

Please sign below to acknowledge and to agree to all outlined member rules, policies and payment terms as outlined in this agreement.

Member Signature:



Buyer Signature if different from Member:



EFT PAYMENT INFORMATION

I, CINDY EVANS, authorize automatic monthly drafting from my bank account or credit card as provided below to meet my membership payment terms and obligations:

Form of Payment:VISA	Credit Card #:4758*****2788	Card Expires:01/20
Number of Payments:24	Amount of Payments:59	First Due Date:2018-02-01

I understand that I am in full control of my payment method and if at any time I decide to discontinue this form of payment, I must inform the spa in writing of the new account number by completing an updated membership agreement or new payment method documents at my original home spa location. I understand and agree that I have signed a contract. My failure to regularly attend and utilize spa facilities does not relieve me of my obligations, regardless of the circumstances, to pay the amounts due hereunder in full.

Authorized Account holder Printed Name: AAAAAAAAAAAAAAAAAA



Authorized Account holder Signature:



Date: __1/20/18