

THE CENTER FOR SPINE PAIN®  
MASSAGE MEMBERSHIP PLAN - CONTRACT

PLEASE PRINT CLEARLY

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

Member # \_\_\_\_\_

Total Contract Price Initial Term \$ \_\_\_\_\_

Member's Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

MEMBERSHIP DESCRIPTION & PAYMENT SCHEDULE

1. You have selected a  Single Massage Membership at \$49.00 per month
  
2.  You have elected to pay for your dues on a monthly basis. Your monthly dues of \$49.00 are due on the 1st day of each month hereafter until your membership expires or is terminated in accordance with this agreement.
  
- You have elected to pay for your membership in full. Your payment of \_\_\_\_\_ is due today.
  
3.  This program is a 12 Month membership. Your membership enrollment date is \_\_\_\_\_ and the initial term of your membership expires on \_\_\_\_\_.
  
4. \_\_\_\_\_ By signing below, I authorize The Center for Spine Pain to charge my credit card. The monthly dues and/or renewal amount will be withdrawn on or before the 1st of each month. I understand that The Center for Spine Pain may continue to charge my account information or cancel my membership in accordance with the terms and conditions of this agreement. (billing address above)

Visa     MasterCard     Discover    Account Number: \_\_\_\_\_

Signature \_\_\_\_\_

Expiration: \_\_\_\_\_

5. \_\_\_\_\_ Your membership is auto-renewable. Following the initial term, your membership will automatically continue on a month-to-month basis at the rate of 49.00 per month until your membership is cancelled or terminated as provided in this agreement.
6. \_\_\_\_\_ You have the entire term of the membership agreement to use all pre-paid massage visits. You may continue to redeem your pre-paid visits after the initial term of the membership as long as your membership has been renewed and your membership dues are current.

We will use our best efforts to process all your payments properly. However, we shall incur no liability if we are unable to completely process any of your payments because of the existence of anyone or any of the following circumstances:

1. If through no fault of ours, your payment account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your credit card, or your payment account or credit card does not otherwise permit the transaction to be executed; or
2. You have not provided us with the correct account information to process your payment accurately; or
3. Circumstances beyond our control, such as but not limited to fire, flood, acts of war, terrorism or the other interference from an outside force, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

- 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 in your membership data.
- You have the right to receive a notice of change in the event that we make any change to the terms and conditions of your membership that will vary the amount to be periodically billed to your account specified above. We will send you a notice of change at the mailing address 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.
- We agree to sell and you agree to purchase the goods and services described above. You agree to pay us for these goods and services according the payment schedule shown above. The terms and conditions on the other pages of this Agreement are also a part of this contract. if you agree to be bound by all of the terms in this contract, please sign your name below. All persons signing this contract are equally responsible for paying it in full.

### **TERMS AND CONDITIONS / RULES & REGULATIONS**

- \* Member agrees to follow Clinic Rules and Regulations. Violation of these rules and regulations may result in suspension or cancellation of your membership. Member will be responsible for payment in full upon revocation of membership. We reserve the right to change Clinic Rules, Regulations or Pricing at any time upon reasonable notice.
- \* Your membership entitles you to one – one hour massage in clinic (Greenwood Office only) per month during the term of your membership. Your membership status must be active in order to redeem any membership massage treatments. Your membership services are not transferable to any other person or entity.
- \* Additional one hour massages are available to members in good standing for \$49. Payment is due at time of service. Discounts are non-transferable and apply to members only.
- \* The Center for Spine Pain can not be responsible for lost or stolen personal items.

## CANCELLATION POLICIES AND PROCEDURE

### **CANCELING YOUR APPOINTMENT:**

You may cancel your appointment without charge anytime before the close of business on the operating day preceding your appointment. Same day cancellations will be charged 50% of the scheduled service price. If you do not call or show for your scheduled appointment, you will be charged full price for the scheduled service.

### **CANCELLATION OF MEMBERSHIP DURING INITIAL TERM**

You may cancel this Agreement during the initial term of your membership upon the following conditions:

- a) You change your permanent residence to a location more than 25 miles from any Center for Spine Pain Clinic.
- b) Your death or permanent physical disability

All cancellation requests **MUST** be accompanied by written proof of relocation (e.g., copy of driver's license or utility bill) or submission of Doctor's note (if medical reason is stated).

If you cancel your membership during the initial term because you move more than 25 miles from The Center for Spine Pain Clinic in Greenwood Village, you will be relieved from making payment for membership dues other than those that you received prior to your move. If you have prepaid for your membership services, you will be refunded the portion of your membership dues that are allocable to services that you have not received. If you die or become disabled such that you are unable to receive all of your membership services, you and your estate will be relieved from making payment for membership services other than those you received prior to your death or disability. If you have prepaid for your membership services, you or your estate will be refunded the portion of your membership dues that are allocable to services you have not received.

### **CANCELLATION OF MEMBERSHIP DURING AUTO RENEW TERM**

During the auto-renewal term of your membership, you may cancel your membership upon 30-day advance written notice to The Center for Spine Pain Clinic at which your membership originated. All requests for cancellation of membership must be submitted in writing to the Clinic. You are responsible for all membership fees incurred until you cancel your membership in accordance with the terms of this Agreement.

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 COLLECTIONS, AGENCY FEES, AND LEGAL COSTS INCURRED.**

### **DISCLAIMER OF LIABILITY**

YOU UNDERSTAND AND VOLUNTARILY ACCEPT ANY RISKS ASSOCIATED WITH YOUR TREATMENT OR ANY USE OF THE CLINIC'S FACILITIES. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT THE CENTER FOR SPINE PAIN WILL NOT BE LIABLE FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU RESULTING FROM NEGLIGENCE, OTHER ACTS OF THE CLINIC, ANYONE ON THE CLINIC'S BEHALF, OR ANYONE USING THE SERVICES OF THE FACILITIES OF THE CLINIC.

**OTHER PROVISIONS**

LATE CHARGE: If all or part of any scheduled payment is more than 10 days late, we may charge you a late fee of \$10.00.

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

NOTICE TO CUSTOMER YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT. YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD OPERATING DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU CHOOSE TO CANCEL THIS CONTRACT, YOU MUST EITHER: SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED MAIL, RETURN RECEIPT REQUESTED; OR PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

**The Center for Spine Pain  
7800 East Orchard Road, Suite 120  
Greenwood Village, CO 80111**

IF YOU CANCEL THIS CONTRACT WITHIN THE THREE-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY LESS A FEE EQUAL TO THE VALUE OF ANY SERVICES RECEIVED. IF THE THIRD OPERATING DAY FALLS ON A SUNDAY OR A HOLIDAY, NOTICE IS TIMELY GIVEN IF MAILED OR DELIVERED AS SPECIFIED IN THIS NOTICE ON THE NEXT OPERATING DAY. REFUNDS MUST BE MADE WITHIN THIRTY OPERATING DAYS OF RECEIPT OF THE CANCELLATION NOTICE BY THE CLINIC. "OPERATING DAY" MEANS ANY DAY ON WHICH PATRONS MAY INSPECT AND USE THE FACILITIES AND SERVICES OF THE CLINIC DURING A PERIOD OF AT LEAST EIGHT HOURS.

This Agreement may not be amended except by an agreement in writing duly authorized and executed by both parties. The waiver of any breach of any of the provisions of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach by said party either of the same or of another provision of this Agreement. This Agreement contains the entire agreement between the parties and no statement or promise made by either party or the agent of either party that is not contained in this Agreement shall be valid or binding. Invalidation of any of the provisions of this Agreement shall not affect the validity of the remainder of this Agreement. This Agreement may not be assigned by the patient. In the event that The Center for Spine Pain must consult with legal counsel or commence legal action to enforce this Agreement, it shall be entitled to recover its attorneys' fees and costs incurred in conjunction therewith. This Agreement shall be construed in accordance with the laws of the State of Colorado. The parties agree that venue and jurisdiction shall be proper only in Denver, Colorado.

YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS CONTRACT BEFORE SIGNING IT.

Signature: \_\_\_\_\_

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

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