

SUN GATE MASSAGE CLUB

Membership Application and Agreement

<hr/> Agreement Date		<hr/> Membership Number
<hr/> First Name, Last Name	<hr/> Birthdate	<hr/> Cell Phone
<hr/> Street Address		<hr/> Other Phone
<hr/> City, State, Zip	<hr/> Email	

MONTHLY MEMBERSHIP TYPE	MEMBERSHIP DURATION	PAYMENT SELECTION
<input type="checkbox"/> 180-Minutes/Month (\$185/month) <input type="checkbox"/> 150-Minutes/Month (\$155/month) <input type="checkbox"/> 120 Minutes/Month (\$125/month) <input type="checkbox"/> 90-Minutes/Month (\$95/month) <input type="checkbox"/> 60-Minutes/Month (\$65/month) <input type="checkbox"/> 30-Minutes/Month (\$35/month)	<p>6 Months</p> <p>Bonus: 1 FREE Treatment Upgrade</p> <p>12 Months</p> <p>Choose a Bonus: <input type="checkbox"/> 2 FREE Treatment Upgrades or <input type="checkbox"/> Additional 30 Minutes</p> <p>18 Months</p> <p>Choose a Bonus: <input type="checkbox"/> 3 FREE Treatment Upgrades or <input type="checkbox"/> Additional 60 Minutes</p>	<input type="checkbox"/> Please charge my credit/debit card on the 1st and no later than the 5th of each month. <input type="checkbox"/> Please charge my credit/debit card on the 15th and no later than the 20th of each month. <p>MEMBERSHIP START DATE</p> <input type="checkbox"/> Term shall begin immediately. <input type="checkbox"/> Term shall begin on _____.

*Bonuses May Only Be Redeemed after 1/2 of the Membership Term Has Been Successfully Completed

By signing below, you authorize regularly scheduled charges to your checking/savings account or credit card associated with a completed Sun Gate Massage Club Membership. You will be charged the amount indicated above for each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement from Sun Gate, LLC. You agree that no prior notification will be required unless the date or amount changes, in which case you will receive notice from us at least 5 days prior to the payment being collected.

I, _____ authorize Sun Gate, LLC to charge my credit/debit each month as indicated below on the date I have selected above for payment of my Monthly Membership Fees and other applicable fees as outlined in my Membership Agreement.

<hr/> Cardholder Name exactly as it appears on the Card		<hr/> Billing Zip Code
<hr/> Card Number	<hr/> Expiration Date	<hr/> CVV Code
<hr/> Signature		<hr/> Date
<hr/> Sun Gate Representative		



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MEMBERSHIP TERMS & CONDITIONS

Membership in Sun Gate Massage Club is a commitment to pre-pay massage minutes for the period selected above and entitles members in good standing the use of those minutes (until their expiration) and additional benefits in accordance with the Terms & Conditions of this Agreement and Utah State Laws and Statutes. A Member "In Good Standing" is any client who has signed a Membership Agreement and Application, has provided accurate billing information, whose Membership account payments are current, and whose Membership account is still active (i.e.: has not been suspended or cancelled, or otherwise terminated).

Once per month the member's credit/debit card on file will be charged for the pre-selected monthly membership fee. At that time, pre-paid minutes are added to the member's account and are immediately available for their use for up to a period of three (3) months. Once the member's account has been charged for their membership fees, they are not redeemable as cash and are not refundable.

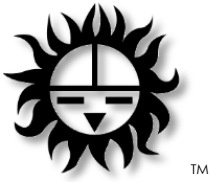
Once the Initial Membership Term (i.e.: six, twelve, or eighteen months) has been successfully completed, membership will automatically continue on a month-to-month basis. After the Initial Membership Term members may cancel their Membership at any time without penalty. All cancellations require fourteen (14) day notice prior to the next billing cycle to prevent their account from being charged the automatic fee.

Members who opt to pre-pay their full membership have immediate access to all their membership minutes and may use them at any time during the duration of the membership agreement and are not subject to the three (3) month expiration date. Pre-paid memberships have no cash value.

MEMBERSHIP BENEFITS: In addition to the use of pre-paid minutes, Members also receive additional benefits.

1. Active minutes on the Member's account may be split into 30-minute increments and used as individual treatments or combined with other minutes to extend a treatment to a maximum of 90 minutes in length. Splits or Combinations must be scheduled in advance of the treatment appointment.
2. Unused minutes remain as a credit balance on the Member's account and will remain active for the member's use for up to three (3) months after issue.
3. As a courtesy to our Members, whenever a treatment is scheduled, the oldest minutes issued on their account will always be used first (those closest to their expiration date.)
4. Members may give their active massage minutes to any immediate family member at no additional cost. Family members must live in the same household and be listed on the Application. Consent must be provided in writing by the Member prior to any scheduling of transferred minutes, and photo ID or another form of identification is required upon redemption.
5. Members may purchase a gift certificate with their minutes to give to a friend or other individual prior to their expiration date. Gift Certificates expire three (3) months from the date of purchase regardless of the expiration date of the member's minutes being transferred to the gift certificate.
6. Members may purchase additional minutes for their own use at their current monthly membership rate.
7. Members may purchase traditional Gift Certificates for third-parties at the current monthly membership rate.
8. Members may purchase any treatment upgrade and receive a 10% discount. Upgrades must be scheduled in advance.
9. Members receive a 10% Discount on all classes, workshops, coaching programs and other service offerings at Sun Gate Massage.
10. Members are not subject to price increases during the Initial Term of their Membership.
11. Members receive a free copy of our monthly newsletter.
12. Members in Good Standing will receive advance notice of specials, discounts and promotions, and are eligible to receive client appreciation gifts, and Members Only discounts and coupons.
13. Members who refer three (3) new Massage Club clients will receive thirty (30) free minutes added to their membership account.

Massage Club Membership discounts cannot be combined with any other memberships, offers, specials or discounts.



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AGE RESTRICTIONS: Memberships may be held in a parent's/legal guardian's name on behalf of a minor child so long as the parent/guardian agrees to be financially responsible for the any and all of the child's applicable Membership Fees, including Cancellation and/or No-Show Fees. A Minor Consent Form must be signed and included with the Agreement for the Membership to be valid. Forms are available at the front desk or on our website at www.sungatmassage.com.

MINOR CONSENT: All children under 16 years of age must be accompanied by an adult who remains in the massage room for the duration of the treatment. Children 16-17 years of age may receive massage without the parent present if both the child and parent have signed the appropriate consent form. A parent/guardian must schedule all appointments for minor children.

SCHEDULING: To ensure the full treatment time is received, Members are asked to arrive ten (10) minutes before their scheduled appointment time to accommodate the 10-minute consultation, dressing and undressing period. The massage treatment itself consists of a full 30, 60, or 90 minutes as indicated in the Application. All massage treatments will end on schedule regardless of what time they start to ensure the respect of clients scheduled afterwards.

CANCELLATIONS AND LATE ARRIVALS: Please help us make it possible for all our clients to book treatments by cancelling with enough notice so we can contact members on our waiting list. Appointments may be cancelled prior to close of business on the regularly scheduled clinic business day preceding the appointment or within 24 hours, whichever is later, with no penalty. Same day cancellations may be subject to a cancellation fee of \$25 or a forfeit of 50% of the scheduled minutes at the Administrator's discretion based on appointment availability and current client demand.

Unused minutes due to late arrival are automatically forfeited. Arrivals more than 30 minutes late are considered "No-Show" appointments and are automatically cancelled and subject to the cancellation fee and forfeiture of the pre-paid minutes. Non-attendance ("no-shows") will result in forfeiture of the scheduled pre-paid minutes. Please call to reschedule if you're running late.

ACCOUNT ACCURACY: Members are required to keep all contact and account information current and up to date. In the event of a change in account information, Authorization Forms are available at the front desk or on our website at www.sungatmassage.com. Original signatures for Credit Card Authorization forms are required to be on file.

DELINQUENCY: If through no fault of ours, your payment account does not contain sufficient funds or credit to complete the transaction, or your payment account or credit card does not otherwise permit the transaction to be executed, you will be charged a \$15 insufficient funds fee. Membership accounts are suspended until we have been able to contact you to update your account with a working payment method. Accounts that remain delinquent for more than 10 days after their normal billing cycle will be charged a 25% late fee. If the account is delinquent for a period of longer than three (3) calendar months, the account is automatically cancelled and subject to the cancellation fee.

MEMBERSHIP CHANGES: Sun Gate reserves the right to change clinic rules, regulations, and/or pricing at any time upon providing reasonable notice delivered to the member's email address on file. If a price increase will become effective before the end of the membership term, members are not subject to the increase until the Month-to-Month period begins.

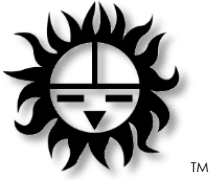
RIGHT TO DENY RE-ENROLLMENT: We reserve the right to deny re-enrollment for an indeterminate amount of time if the client has an unsatisfactory payment history, or at the discretion of the Clinic Administrator.

RIGHT TO REFUSE: Sun Gate, LLC retains the right to refuse service to any individual for any reason.

CANCELLATION: Sun Gate, LLC retains the right to cancel this membership agreement for any reason. Should Sun Gate cancel this membership agreement there will be no reimbursement or refund for any unused massage treatments but the Member will not be held liable for the remainder of the contract.

A Member may cancel this Agreement during the initial term of their membership, without penalty, upon the following conditions:

- Member's death or permanent disability
- Member has a physician's note certifying that they are unable to receive massage therapy.



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- Member moves more than 30 miles away. If living more than 30 miles away at the time of signing this Agreement, this condition is void unless the Member moves to a new location farther away.
- Sun Gate increases the cost of membership.

Other Circumstances are at the Clinic Administrator's discretion and will be evaluated on a case-by-case basis.

CANCELLATION FEES: Cancellation of Membership during its initial term for any condition not specified above will incur a cancellation fee equal to one month payment. Fee is due and payable immediately upon cancellation. The cancellation fee does not assign additional prepaid minutes to the member's account. For any reason other than death, members must fill out a Membership Cancellation Request form which can be obtained at our office or on our web-site: www.sungatemassage.com. Fourteen (14) days notification in writing prior to the next billing date is required in order to stop the next scheduled billing. Upon Cancellation of Membership, any unused prepaid minutes will be forfeited.

VOLUNTARY SUSPENSION: We understand that there may be times when a Member needs to suspend their account for personal reasons (travel, temporary loss of income, injury, family emergency, etc.) Members must submit a completed Request for Suspension Form which can be obtained at the front desk or on our website at www.sungatemassage.com. Upon approval of the suspension, all benefits, including the use of pre-paid minutes are suspended. Once the account is reinstated, all unused minutes will be reinstated with the same amount of time remaining until expiration as there was at the time of suspension.

Accounts may not be suspended for a period of longer than three (3) calendar months. After three months, payments will automatically resume. If the member cannot resume their membership after three (3) months of suspension, their account will be cancelled and charged the cancellation fee.

TERMINATION: We reserve the right to revoke membership and deny service at any time for misconduct or lewd behavior on our premises or towards our staff. A client whose Membership is revoked under this provision will forfeit any and all unused pre-paid minutes on their account, they will be immediately responsible for payment in full of the remaining contract amount.

INDEMNIFICATION: The Member agrees to indemnify and hold harmless the Sun Gate, LLC, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement and agrees to defend Sun Gate, LLC against any and all claims, losses, damages, injuries, and/or liabilities arising from or on account of acts done or not done by Contractor. This provision shall survive the duration of this Agreement.

SEVERABILITY: If any provision(s) of this Agreement becomes or is found to be illegal or unenforceable for any reason, such provision must be severed from the Agreement to allow the remainder of the Agreement to remain in full force and effect.

ASSIGNMENT: Member Benefits as outlined in this Agreement are reserved for the Member only and are not transferrable or assignable to any other family member, person or entity.

WAIVER OF RIGHTS: The failure of or delay in exercising any right, power or privilege in respect to the provisions of this Agreement shall not be presumed to preclude any subsequent or further exercise of that right, power or privilege and/or any right to subsequently enforce and compel compliance with every provision of this Agreement.

ACKNOWLEDGEMENT: By signing below, I understand and voluntarily accept any risks associated with my treatment or the use of Sun Gate, LLC facilities. Except where prohibited by law, I agree that Sun Gate, LLC and/or Jaylyn Brannon, CMH LMT will not be liable for any injury, including, without limitation: personal, bodily or mental injury, economic loss, or any damage to me resulting from negligence, other acts of Sun Gate, LLC, anyone on Sun Gate's behalf, or anyone using the services and/or facilities of Sun Gate.



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I AGREE TO PAY SUN GATE, LLC FOR MEMBERSHIP SERVICES AND FEES, AND I ACKNOWLEDGE, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS, CONDITIONS, AND REGULATIONS OUTLINED IN THIS AGREEMENT. I HAVE RECEIVED AND READ A COMPLETED COPY OF THIS AGREEMENT PRIOR TO SIGNING. I AUTHORIZE SUN GATE, LLC TO CHARGE MY CREDIT/DEBIT CARD ON FILE FOR SAID SERVICES AND FEES I LIEU OF PRESENTING IT FOR ANY SERVICES RECEIVED, AT MY REQUEST. I AUTHORIZE SUN GATE, LLC TO CHARGE MY CREDIT/DEBIT CARD ON FILE EACH MONTH FOR THE DURATION OF THIS AGREEMENT AND MONTH-TO-MONTH THEREAFTER UNTIL CANCELLED IN WRITING.

This Agreement is considered null and void if cancelled in writing within three (3) business days of signing this Agreement.

Signature: _____

Date: _____

Print Name: _____

Membership Number: _____

Sun Gate Associate: _____

Date: _____

IMMEDIATE FAMILY MEMBERS

First Name				
Last Name				
Age				
Cell Phone				
Email				

OFFICE USE:

Team Member: _____

Date: _____

Member Referred by: _____

Phone: _____

Email: _____

Copy of Signed Membership Agreement Given to Member? YES NO MEMBER REFUSED