

Healthy Skin Club™
Membership Agreement

This membership agreement (“Agreement”) is made as of the date set forth below (the “Effective Date”) by and between Marotta Medical, PLLC d/b/a Marotta MedSpa (the “Company”) located at 895 West Jericho Turnpike, Smithtown, New York 11787 and the individual listed in paragraph 1 (“Member”).

WITNESSETH:

WHEREAS, the Company is a professional service corporation licensed by the State of New York, which provides aesthetic and laser cosmetic services as more specifically described below for members of its Healthy Skin Club™; and

WHEREAS, you desire to become a member of the Company’s Healthy Skin Club™ and receive the services and benefits of membership; and

NOW, THEREFORE, in consideration of the premises and mutual promises herein, the sufficiency of which is hereby acknowledged, we agree as follows:

1. MEMBER INFORMATION

Member Name:	Date of Birth:
Address:	
Daytime phone #:	Cell phone #:
Email address:	

2. MEMBERSHIP and ENROLLMENT FEE

You agree to purchase a membership in the Healthy Skin Club™ for a membership fee (the “Membership Fee”) of Forty-Nine Dollars (\$49.00) per month. You agree to a six (6) month minimum membership. In order to enroll, you will be charged a one time Enrollment Fee of Fifty Dollars (\$50.00) in addition to the first month’s Membership Fee. Upon enrollment and payment of the Enrollment Fee and Membership Fee, you will be entitled to receive a Welcome Gift chosen by the Company.

3. ELECTRONIC FUNDS TRANSFER

A. Payment/Authorization. I, _____ hereby authorize my bank to make my Health Skin Club™ monthly Membership Fee payment by the method indicated below and post it to my account.

Credit Card Type:

Card No:

Valid Thru:

You will supply credit card information for the Company to keep on file and by execution of this Agreement agree that the Company shall be authorized to rely on the credit card payment authorization form attached hereto, which is deemed to be a part hereof, for current and future charges. You will keep this credit card and membership information updated at all times. The monthly Membership Fee will be automatically debited from the credit card on the monthly anniversary of the Effective Date for each subsequent month of the Membership. The Monthly Membership Fee and the initial Enrollment Fee is non refundable, no exceptions (see also Section 6A). Finally, the Membership contemplated by the terms of this Agreement is not transferrable and the undersigned is the only party entitled to receive the benefits of the Membership and access to Member exclusive promotions.

B. Late-Payments; Collection. Late payments shall accrue interest at the rate of 1.5% per month (18% per annum). Company shall be entitled to recover all of its costs of collection for the remaining term of the Membership, inclusive of any amount outstanding hereunder, including without limitation, the fees of its attorneys and/or collections agencies.

4. MEMBERSHIP SERVICES

A. Discounted Services provided by the Company as follows:

- Access to member rates;
- The \$49 monthly Membership fee will be applied to the cost of the first treatment Member receives each month;
- After the first monthly treatment is used for the month, Member may receive unlimited Skin Care Treatments at the cost of member rate;
- 10% off the regular price of all skin care products throughout the Term of this Agreement; and
- Exclusive offers to be determined at the sole discretion of the Company.

** Prices are subject to change.*

** All procedures listed in paragraph 4A. and throughout the entirety of this Agreement are subject to the terms of the informed consent form for the specific procedure, which will be reviewed with you and must be signed by you prior to any procedure being done.*

** Excluding Birthday and Refer-A-Friend credits, no other credits or discounts shall be applied to or combined with Membership rates during the Term of this Agreement.*

** Under no circumstances will a Member be permitted to roll over the \$49 monthly fee, or any balance thereof, and apply as a credit to either a past or future treatment. No Exceptions.*

NOTE: As additional products and treatments are made available by the Company, the Member may receive additional discounts, Services and Membership benefits. The Company reserves the right to unilaterally add, delete, or change Services and/or the discounts provided under this Agreement. The Company will provide written notice, which may be by email, to the Member of any such revision to the services or discounts offered.

B. Loyalty Rewards. After one (1) year of consecutive membership in the Club, Member will be awarded a MedSpa Gift Certificate (“Loyalty Reward”) containing a value up to \$100 to be used solely towards treatments and/or products, not present, past or future monthly membership fees. Member is hereby authorized to either use the Loyalty Rewards personally or transfer to a third party. Company reserves the right to issue Loyalty Rewards on an annual and/or reoccurring basis.

C. Appointments – Cancellation Policy. A charge in the amount of \$25.00 will be charged to your account should you fail to notify the Company at least 24 hours in advance to cancel your scheduled appointment.

5. TERM AND CANCELLATION

A. Term. The term of this Agreement shall commence on the Effective Date and continue for a term of six (6) months (the “Initial Term”) and shall automatically renew for successive month to month term(s) (the “Renewal Term(s)”) unless cancelled as provided below. Except as may otherwise be specifically provided in writing between the parties, any such Renewal Term shall be on the same terms and conditions as contained in this Agreement provided, however, that the monthly Fee payable to the Company in the Initial Term may be modified by the Company for each successive Renewal Term.

B. Revocation of Membership. At Company’s discretion, your membership may be revoked at any time and for any reasons, including if, in the reasonable judgment of the Company, you have acted in a manner contrary to the best interests or safety of Company or other members, or if your account has a past due balance. Company reserves the right to require a member to leave if in the Club’s reasonable judgment, such member poses a health or safety risk or is disturbing, or appears likely to disturb other members or Company personnel.

C. Use Privileges. You must abide by the individual rules of your membership. Additional fees may apply if you choose to use services outside of your membership privileges.

D. Membership Freeze. Under no circumstances shall a Member be permitted to put their membership on hold (a/k/a, a “freeze”).

6. TERMINATION

A. Early Termination. Client may terminate the Agreement prior to the expiration of the Initial Term; however, Client shall remain responsible for the Fees owed during the Initial Term regardless of the day in which termination was effectuated. Client hereby agrees and acknowledges that Company has no duty or obligation to refund any monies paid or agreed to be paid under this Agreement as a result of a termination as contemplated herein.

B. Termination. Without any penalty, Client may terminate this agreement at any time after the expiration of the Initial Term of the Client’s membership. Notice of termination shall be provided to Company via email or in person only.

7. MISCELLANEOUS

A. Non-Discrimination. The Company will not discriminate against any person because of sex, race, creed, age, color, sexual orientation, national origin or ancestry in considering applications for or have taken other actions in connection with membership in the club.

B. Notice. All notices, requests, demands and other communications under or in connection with this Agreement shall be given in writing and shall be deemed to have been given or made: if by hand, immediately upon delivery; if by Federal Express, Express Mail or any other overnight service, the first business day after dispatch; or if mailed by certified mail return receipt requested, two business days after delivery or return of the notice to sender marked "unclaimed." All notices shall be delivered or mailed to the parties at the addresses listed above.

C. Waiver. Failure of either party to this Agreement to object to or take affirmative action with respect to any conduct of the other which violates the terms hereof, shall not be construed as a waiver thereof or of any future breach or subsequent misconduct.

D. Headings. All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

E. Entire Agreement, Binding Effect, Amendment. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings of any kind between the parties respecting such subject matter. All covenants, conditions, and obligations contained herein shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, successor and permitted assigns. This Agreement may not be amended, altered or supplemented except by a written agreement executed by the parties hereto.

F. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to its conflict of law provisions. Any and all actions arising out of or related to this Agreement shall be brought in, and the parties agree to exclusive jurisdiction of, the New York State Supreme Court, located in Suffolk County, New York.

G. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to fire, accident, labor dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, act of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

H. Severability. The provisions of this Agreement shall be severable, and if any provisions shall be prohibited by law, or invalid, or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

I. Assignment. This Agreement shall inure to the benefit of the Company and its successors and assigns and shall be binding upon the Company and successors and assigns. This Agreement is personal to the Client, and the Client shall not assign or delegate his/her rights or duties under this Agreement, and any such assignment or delegation shall be null and void.

J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one Agreement.

K. Acceptance; Capacity. By signing where indicated below, you affirm that you have read this Agreement, understand it, and agree to be bound by its terms. You acknowledge receipt of or having access to a copy of this Agreement, and agree to comply with all of the terms and provisions contained therein. By signing this Agreement, you represent to the Company that you are of legal age, have full legal capacity, and have read and understand the entire Agreement, including the Credit Card Authorization Form. If Member is a minor, the Agreement must be also signed by a parent/legal guardian.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MEMBER:

Signature: _____

Date: _____

IF MEMBER IS UNDER 18 YEARS OLD, THIS SECTION MUST BE COMPLETED & SIGNED.

I am the parent/legal guardian of the Member, and I attest that I have legal responsibility over the Member, and I authorize the Company to enroll as a member of the Health Skin Club and provide cosmetic services to my minor child. I understand that this authorization will remain in effect for as long as my dependent remains a Member. I understand that I am responsible for all costs associated with this membership.

Parent/Legal Guardian signature

Print Name

Phone #: _____

Date: _____

MAROTTA MEDICAL, PLLC d/b/a MAROTTA MEDSPA

By: _____

James C. Marotta, M.D.

