

## MESSAGE CLUB AGREEMENT

The Massage Club Subscriber (the "Client")

- AND -

Oil and Grace Massage, PLLC of 2109 Summer Lee Drive, Suite 103, Rockwall, TX 75032 (the "Therapist").

**BACKGROUND:** The Client is of the opinion that the Therapist has the necessary qualifications, experience and abilities to provide services to the Client. The Therapist is agreeable to providing such massage services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Therapist (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**1. Services Provided:** The Client hereby agrees to engage the Therapist to provide the Client with the following services (the "Services"): Individual, one-hour massage sessions.

**2. Term of Agreement:** The term of this Agreement (the "Term") will begin on the date of purchase and will remain in full force and effect indefinitely until terminated as provided in this Agreement. This Agreement may be terminated at any time after the second credit is purchased **and** after 10 days' written notice, by mutual agreement of the Parties. Notices may be sent via email or electronic communications. Except as otherwise provided in this Agreement, the obligations of the Therapist will end upon the termination of this Agreement. ***If six massage session credits are accrued, then subscription billing will cease, this agreement will be terminated, and session credits will expire in forty-five days.***

**3. Performance:** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**4. Currency:** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

**5. Compensation:** The Therapist will charge the Client for the Services as follows (the "Compensation"): The Client will pay a \$60.00 monthly, reoccurring, amount each month on the nearest date corresponding to the date the subscriber joins. Debits will continue until the agreement is terminated. In the event that this Agreement is terminated by the Client prior to using all the accrued sessions, the Client must use all session within forty-five (45) days or the sessions are forfeited. No refunds are given. Clients must notify, in writing, including email, their desire to cancel. If the notification is received ten (10) days prior to the regularly scheduled draft date, then the draft will not occur. If the notification is not received within (10) days prior to the regularly scheduled draft date, the Therapist cannot guarantee the draft will not occur.

**6. Confidentiality:** All written and oral information and material disclosed or provided by the Client to the Therapist under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Therapist.

**7. Notice:** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in electronic communication and delivered to the Parties at the following addresses: "Client" "Email Address or Mailing Address Provided at the Time of Subscribing" Oil and Grace Massage, PLLC, velvet@oilandgrace.com or 2109 Summer Lee Drive, #103, Rockwall, TX 75032.

**8. Indemnification:** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**9. Additional Clauses:** Tips or gratuities, add-ons, or enhancers are not included in The Massage Club subscription. ***Massage credits are transferable to another client for an additional charge of \$10 per credit, but only one massage credit may be redeemed in a calendar day. For example, a couple may not redeem two credits in a day. If six massage session credits are accrued, then subscription billing will cease, this agreement will be terminated, and session credits will expire in forty-five days.*** For The Massage Club, every subsequent one hour, individual massage the client books within 30 days of the active subscription's debit date are priced \$60.00.

**10. Modification of Agreement:** Therapist may update this agreement at any time; however, the monthly charge and general terms may not change. If substantial changes to this agreement occur, Client must approve of the modifications and may do so electronically.

**11. Time of the Essence:** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**12. Entire Agreement:** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**13. Enurement:** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**14. Titles/Headings:** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**15. Gender:** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**16. Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

**17. Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**18. Waiver:** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their acceptance of this agreement by their signatures.

For Oil and Grace Massage, PLLC:

Client:

\_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Signature

Signature

### Automatic Credit Card Billing Authorization Form

To enjoy The Massage Club benefits, the convenience of automatic billing is required. All the requested information in this form is necessary. Upon approval, Oil and Grace Massage, PLLC will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

**Customer Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Customer Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**I authorize Oil and Grace Massage, PLLC to automatically bill the card listed below as specified:**

**Amount:** \$60.00 **Frequency:** Monthly

**Billing to begin on:** \_\_\_\_\_  
Month Day Year

End billing when customer provides written cancellation to  
Oil and Grace Massage, PLLC ([velvet@oilandgrace.com](mailto:velvet@oilandgrace.com)) according to this agreement.

**Oil and Grace Massage, PLLC accepts the following credit cards (please choose one):**

Visa  MasterCard  Discover  American Express

**Credit Card Number:** \_\_\_\_\_ **Expires:** \_\_\_\_\_ / \_\_\_\_\_

**Cardholder's Name:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_  
*As shown on the Credit Card* *(Required, Billing ZIP)*

**Customer's Signature:** \_\_\_\_\_

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

All Massage Club billing occurs at the end of the day. The first receipt will be emailed at that time and will include a copy of this agreement as an attachment. In addition, this agreement may be found in the footer of every page on the Oil and Grace Massage, PLLC website (<https://www.oilandgrace.com/>)