**Maintenance Flex 12-month Membership**

Membership Benefits:

➢ One discounted truSculpt® flex session per month

➢ Save 5% on other aesthetics services

➢ Roll-over unused sessions

**How It Works**

• Your monthly membership price will be automatically drafted from your debit or credit card

each month, entitling you to a single truSculpt® flex session each month, on or after your

scheduled payment date.

• Your sessions are non-transferable

• If you do not use your session for that month, it will simply roll-over into the next month.

**Membership Terms & Payment Schedule**

month-to-month billing ($325/month) or Paid-in-full 12 months (10% discount) ($3,510/Yr)

Your membership payment of $325/month will be due on the same day of each month until your membership is terminated in accordance with this agreement.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Membership Agreement**

I agree as the undersigned Buyer (individually, as the Member, or responsible party), that I am purchasing a maintenance truSculpt® flex 12-month Membership from PeachyMed according to the Terms & Conditions of this Membership Agreement. I have provided my initials in the appropriate locations on the Membership Terms & Conditions to confirm that I have read and agree to its content. I understand that this Membership is non-transferable and cannot be redeemed toward other services or goods.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**MEMBERSHIP TERMS & CONDITIONS:**

\_\_\_\_\_ (initial) YOUR EFT/CC BILLING DATE: A membership payment will be automatically debited from your debit or credit card each month, where the day of the debit will be determined by the day in which you have signed up for the truSculpt® flex membership. This debit will continue every calendar month for a total of twelve months or until your membership is otherwise terminated in any other manner provided below.

\_\_\_\_\_ (initial) YOUR MONTHLY MEMBERSHIP FEE: I hereby authorize PeachyMed to debit the amount that I have agreed to monthly from the form of payment that I have authorized on the date(s) indicated in this Membership Agreement unless I have otherwise authorized a paid-in-full payment.

\_\_\_\_\_ (initial)YOUR MEMBERSHIP SERVICES: Your membership entitles you to one discounted truSculpt® flex session per month under the agreement once payment has been made. Unused sessions will accumulate or roll over to the next month. It also entitles you to a 5% discount off all other aesthetic services offered at PeachyMed. You may continue to redeem your membership benefits if your membership is in effect and is current. If you have no outstanding monthly membership payments, you will be considered a current member in good standing. PeachyMed has the right to cancel this agreement when the Member is not current during the contract term or for any reason or none at all. Upon termination or cancellation of the membership, all unused services will expire 30 days after the final membership payment has been processed and all future truSculpt® flex sessions will be charged at regular single treatment pricing. No refunds will be given for any remaining unused services. This membership automatically renews at the end of every year unless you explicitly cancel your membership.

\_\_\_\_\_ (initial) PAID IN FULL MEMBERSHIPS: Members who purchase a Paid In Full Membership have immediate access to all 12 truSculpt® flex sessions that can be used at any time but cannot be used at an interval sooner than every 2 days. All unused services will expire 30 days after the 12-month commitment. No refunds will be given for any remaining unused services.

\_\_\_\_\_ (initial) HOW TO CANCEL YOUR MEMBERSHIP: You may cancel your Membership (and thereby the continued billing of the monthly Membership fee from your debit/credit card each month) by providing written notice of your request at least thirty days prior to your billing date. It is recommended that you get confirmation of the date that written request is sent to avoid additional charges to your account. If you mail your request, send your cancellation request by registered or certified mail, or return receipt requested to document date of formal request. If you do hand-deliver your written cancellation request, **be sure to get a signed statement from a representative of PeachyMed that acknowledges your cancellation**. You may use any unused services for 30 days after final membership payment has been processed. No refunds will be given for any remaining unused services. You may deliver a letter to:

265 South River Road Suite A

Bedford, NH 03110

\_\_\_\_\_\_ (Initial) NON-PAYMENT: If through no fault of ours, your payment account does not contain sufficient funds 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 $35 insufficient funds fee. PeachyMed may resubmit the charge up to 7 days after the scheduled payment date. If it remains an unsuccessful transaction, we will contact you to update your account with a working payment method.

\_\_\_\_\_\_ (Initial) TERMINATION OF MEMBERSHIP: PeachyMed reserves the right at any time to cancel or suspend the membership of any member for any reason at any time. You will be responsible for any balances due upon cancellation of membership.

\_\_\_\_\_\_ (Initial) This membership and services purchased under this membership are non- transferable to any other person or entity.

\_\_\_\_\_\_ (Initial) 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. You agree that you are at least 18 years old, you have received a filled-in and completed copy of this Membership Agreement, you have read and understand the entire Membership Agreement.

\_\_\_\_\_\_ (Initial) We reserve the right to change pricing at any time upon reasonable notice. Should prices increase, you have the right to cancel membership without penalty following cancellation guidelines as described above.

\_\_\_\_\_ (initial) PeachyMed recommends that you have a formal consultation with a medical professional prior to any body or skin care treatments, including but not limited to truSculpt® flex. Anyone with a history of health problems should disclose all known medical history with the treating team at PeachyMed prior to treatments.

\_\_\_\_\_\_ (Initial) PeachyMed reserves the right to close or modify facility hours with or without notice.

\_\_\_\_\_\_ (Initial) 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.

**PeachyMed POLICIES**

truSculpt® flex is a personalized muscle sculpting treatment that adjusts to your fitness level, shape, and goals to strengthen, firm, and tone your muscles. It’s comfortable, safe, effective and is clinically proven to increase an average of 30% muscle mass. Just like when you build muscle through traditional weight training in the gym, these gains are not permanent. Muscles have been shown to start thinning and losing strength within two weeks of disuse. “Use it or lose it”. truSculpt® flex is not a substitute for a well-rounded fitness program. In addition to strength training, a well-rounded fitness program should also address aerobic fitness, balance training, core exercises, and flexibility and stretching. The providers at PeachyMed are not exercise specialists or fitness trainers. We recommend consultation with a certified health fitness specialist for more focused instruction.

• It is the responsibility of the member to keep the clinic informed of any current medical conditions or any changes in health and provide written permission (if under care) from a physician to the clinic before each session.

• If any pain or discomfort is experienced during the session, the member will immediately communicate with the therapist so the treatment can be adjusted.

• Sickness--both the provider and the member are vulnerable to infections. Therefore, members and the provider are asked to reschedule appointments when they are feeling unwell.

• For the comfort of the provider, staff, and other members who may have allergies or sensitivities, please refrain from wearing perfume or fragranced products to your appointment.

• Payment is due in full at the time of service.

• 24-hour advance notice is requested when canceling an appointment, except in cases of illness, emergency, or inclement weather. Cancellations without 24-hour notice may result in a $50 cancellation charge for your session, as that time has been set aside specifically for you.

• Please arrive on time for your appointment. Time for your appointment has been arranged for you. If you arrive late for your session, you may be asked to reschedule in order to accommodate others whose appointments follow yours.

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Signature Date

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Member Name