

TOPPER'S SALON AND HEALTH SPA, INC.
d/b/a TOPPERS SPA/SALON
Away From It All PASSPORT Membership Agreement
(AFIAPMA050114)

Member Name: _____ ("Member", "you" or "your") Start Date: ____/____/____

Address: _____ City _____ State _____ Zip _____

Primary Phone: _____ Email: _____ ID Checked: Member # _____

Pay Type: Amx Vis MC Dsc Name on Card: _____ Last 4 #s on Card: _____

MEMBERSHIP DESCRIPTION

Away From It All PASSPORT: Monthly membership dues of \$20 per month

Away From It All PASSPORT membership entitles Member to a choice of one (1) Passport Signature Manicure or one (1) Eyebrow Wax per month. The membership also entitles you to preferred member pricing, as described below. Your membership will be honored at any location of Topper's Salon and Health Spa, Inc. (the "Company"). Your membership and the related benefits are not transferrable to any other person or entity. You may use any accrued and unused monthly membership services for future use. However, if the membership is terminated, any accrued monthly services must be used within thirty (30) days after your final membership payment has been processed. No refunds will be issued in the event you fail to use any membership services. The monthly service(s) allotted/associated with your membership can be substituted for any service listed in the service menu at discounted membership pricing as detailed in the active price guide at the time of receiving the service. If the Member substitutes a service for a less expensive service, the Member will receive a credit towards a future purchase. Any and all credits provided by the Company must be used within the current monthly membership period; otherwise, the credit is forfeited by the Member. If the Member wishes to substitute a service for a more expensive service, the Member is responsible for the difference in price. The Member is not limited to the allotted membership service per month. The membership offers the Member unlimited access to purchase other services provided by the Company at the discounted rates described in this Agreement. Members receive a 10% discount on all regularly priced retail purchases. Members receive a 20% discount for all regularly priced retail purchases made on a Wednesday. Prices for services other than your monthly membership services may vary at each Company location. No discounts are provided to Members in connection with gift certificate/gift card purchases.

PAYMENT AND CANCELLATION POLICY

The initial term of this Agreement will continue for three (3) months from the Start Date (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for additional renewal terms of one month each (each, a "Renewal Term") unless you provide the Company notice of your desire to terminate this Agreement by completing the online Passport Termination Form (available at www.toppersspa.com/terminationform.aspx) at least thirty (30) days prior to the expiration of the Initial Term or the current Renewal Term or the Agreement is terminated by the Company. Following the first month of your membership, your monthly membership dues (plus any additional tax) will be billed to your credit card account on the day prior to your Start Date (first business day prior if the billing date is a holiday) and on the same day of each month thereafter until your membership is terminated in accordance with this Agreement. In the event that you terminate this Agreement prior to the expiration of the Initial Term, you authorize the Company to bill to your credit card account for all three (3) months of the Initial Term.

By signing below, I authorize the Company to charge the account I have specified. I understand the Company may continue to charge my account or cancel my membership in accordance with the terms and conditions of this Agreement. Additionally, I authorize the Company to charge my credit card on file for any services received, at my request.

Your signature below indicates your agreement to be bound by this Agreement, the terms and conditions attached hereto and the Spa Policies posted on the Company's website (www.toppersspa.com).

Member Signature

Member Printed Name

_____/_____/_____
Date

Accepted By

Dev RS BC NJ DDHC

TERMS AND CONDITIONS

1. **Billing Information:** For purposes of identification and billing, you agree to provide the Company with your name, telephone number and applicable payment data. You agree to notify the Company promptly of any changes relating to such information. In the event that you have not timely paid your monthly fee or any other required fees, you will not be able to redeem any of the membership services including, without limitation, massages, facials, manicures, pedicures, hair styling waxing or tanning. Toppers Spa/Salon gift certificates/gift cards may be used to purchase a membership. Third party (e.g. Spa Finder, Spa Wish) gift certificates/gift cards may not be used to purchase a membership or to pay for membership priced services or membership discounted retail. If the gift certificate/gift card used to purchase a membership is in excess of the monthly membership amount and the gift certificate/gift card holder wishes to use the entire amount to purchase the membership, the Company will use the excess amount of the gift certificate/gift card as a payment for future months. 2. **Other Membership Conditions:** The Company reserves the right to terminate or deny re-enrollment if you have an unsatisfactory payment history. The Company has the right to refuse or discontinue service at any time for any reason. Violation of any of the Company's rules and regulations may result in suspension or cancellation of your membership. You will be responsible for payment in full upon revocation of membership if such revocation is caused by your violation of this Agreement or any unlawful behavior. Membership ID cards or Driver's License must be presented upon entrance to the Company location to redeem membership services. Any introductory or promotional rates offered are only available for new members joining for the first time. Membership may be placed on hold for a minimum of one (1) month and a maximum of three (3) months with no additional cost by providing the Company with written documentation from a physician detailing the health condition that prevents you from using the membership services contemplated by this Agreement. Scheduling a service during any period when your membership is on hold is prohibited unless you agree to pay the standard Company rate for such service and such service is not prohibited by your physician. 3. **Modification of Membership Program:** Except as expressly provided herein, the Company may modify its services or the terms and conditions of this Agreement or terminate the membership program at any time without notice and such modifications shall be deemed effective immediately upon making such changes. If the Company changes the amount to be periodically billed to your account as specified in the Membership Description and Payment Policy sections of this Agreement, the Company will send you a notice of change at the mailing address you have provided in this Agreement at least ten days (10) prior to the effective date of such change.

4. **DISCLAIMER OF LIABILITY:** The Company only hires professional massage therapists, estheticians, hair stylists and nail technicians who comply with state, city and/or local licensing requirements. If you would like to see a particular service provider's license or registration, please contact management. Additionally, if you have any questions, comments or complaints about your service provider, please bring this to the attention of management immediately. It is your responsibility to inform the service provider of any pre-existing conditions, limitations or specific sensitivities as well as to inform service provider of any discomfort during the session. In the event that you experience discomfort, please inform the service provider to adjust the technique or level of pressure. Inappropriate or illegal behavior by clients or staff will not be tolerated in any manner. Immediately notify management about inappropriate behavior.

YOU UNDERSTAND AND VOLUNTARILY ACCEPT ANY RISKS ASSOCIATED WITH ANY USE OF THE COMPANY'S FACILITIES, EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT THE COMPANY 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 COMPANY, ANYONE ON THE COMPANY'S BEHALF, OR ANYONE USING THE SERVICES OF THE COMPANY'S FACILITIES. THE COMPANY IS NOT RESPONSIBLE FOR LOST OR STOLEN ARTICLES OR ITEMS.

5. **Waiver:** No claim or right arising out of a breach of this Agreement may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or an excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision. 6. **Assignment:** The Company may assign or transfer this Agreement or any of our rights under this Agreement without notice to you. Your rights or obligations under this Agreement cannot be assigned by you to anyone else without our prior written consent. In the event of a location closure (fire, flood, etc.), you will be directed to the nearest location.

7. **Member's Rights:** **YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT, YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT WITHIN THE THREE-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY LESS AN AMOUNT EQUAL TO THE VALUE OF ANY SERVICES RECEIVED AT THE STANDARD RATES THAT OTHERWISE WOULD HAVE BEEN CHARGED BY THE COMPANY IF YOU HAD NOT PURCHASED A MEMBERSHIP. IN THE EVENT THAT THERE IS A BALANCE DUE TO THE COMPANY FOR SERVICES PROVIDED AND YOU TERMINATE YOUR MEMBERSHIP IN ACCORDANCE WITH THIS SECTION 7, YOU AUTHORIZE THE COMPANY TO CHARGE YOUR CREDIT CARD FOR ANY SUCH AMOUNTS DUE. IF THE THIRD DAY FALLS ON A SUNDAY OR A HOLIDAY, NOTICE IS TIMELY GIVEN IF MAILED OR DELIVERED AS SPECIFIED IN THIS NOTICE ON THE NEXT DAY FOLLOWING A SUNDAY OR HOLIDAY, AS APPLICABLE. REFUNDS MUST BE MADE WITHIN THIRTY DAYS OF RECEIPT OF THE CANCELLATION NOTICE BY THE COMPANY. ALL CANCELLATION REQUESTS MUST BE SUBMITTED BY COMPLETING THE ONLINE PASSPORT TERMINATION FORM (AVAILABLE AT WWW.TOPPERSSPA.COM/TERMINATIONFORM.ASPX).**