



79 Manitoba
StreetBracebridge, ON
P1L 2B2
705-706-5842

___ Month Membership Agreement

Member:	Email:
Address:	Tel:

This ___ month membership agreement (“Agreement”) is between the undersigned Member (also referred to as “you” and “your”) and kwellness (also referred to as “Kwell”).

Membership Benefits

In addition to the monthly treatments set out below, your Membership entitles you to the following (not including any applicable taxes, prices may vary by region):

- Unlimited additional 60-minute therapeutic treatments at the preferred membership rate at any kwellness location nationwide.
- Upgrade any of your monthly membership treatments to a specialty treatment at special discounted member rates.
- Unlimited additional 60-minuted specialty therapeutic treatments at the discounted rate.
- Discounts on other additional services, service enhancements and specified retail products.
- Family members living in your household may obtain unlimited 60-minute therapeutic treatments at your preferred Membership Rates (please list and identify on the reverse).
- If applicable, direct billing to most insurance companies. You are required to complete a separate Electronic Transmission Authorization and Consent Form and Benefit Assignment Form.
- You may transfer your Membership to any other kwellness location upon completion of Kwell Membership Transfer Form.

Membership, Fees & Terms

- You agree to have at least one 60-minute therapeutic treatment (“treatment”) per month for a minimum of ___ consecutive months.
- You will pay the preferred Membership Rate set out in kwellness Fee Schedule for each monthly treatment as you receive it. The current Membership Rate for a 60-minute therapeutic treatment is \$ _____.
- Your Membership begins on _____ and ends on _____ (“Initial Term”). Thereafter, this Agreement will automatically renew and continue on a month-to-month basis, including your obligation to receive and pay for monthly treatments, until terminated by you or Kwell in accordance with the terms of this Agreement.
- You will schedule and receive your monthly treatments by the _____ day of each month (“Monthly Date”) at the kwellness location set out above.

I acknowledge and agree that I understand the provisions of this Agreement, have had adequate time to review it before signing (including the reverse side), and acknowledge and agree that my consent to these provisions. My consent to treatment and my payment authorization are all given in exchange for kwellness providing services to me.

Client Signature _____ **Date** _____

Kwell Team Member Signature _____ **Date** _____



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Additional Membership Details

Treatment Length: All *kwellness* treatment sessions include a pre-health assessment and change time.

Non-Assignable & Non-Transferable: This Agreement is not assignable by you nor can you otherwise transfer your membership or benefits to another person.

Appointment Cancellation Policy: Appointments may be cancelled or rescheduled at no charge by giving notice to MA no less than 24-hours preceding the appointment. If you or any family members who are listed under your Membership fail to provide such notice and do not show up for a scheduled appointment, you will be charged a fee equal to the full treatment rate specified in this Agreement (“No-Show Fee”). No-Show Fees will be charged to your method of payment on file pursuant to the payment authorization required by this Agreement. Paid No-Show Fees are not reimbursable under insurance and do not accrue treatment credits or otherwise fulfill your monthly membership treatment obligation.

Family Members living in your household entitled to your Membership Rates

Name	Relationship	Contact (email or phone)

Refundable Cancellation Period

You are entitled to a copy of this Agreement at the time you sign it. You may cancel this Agreement at any time within the first 10 days after having received a copy of this Agreement. If you cancel this Agreement within the 10-day period, you are entitled to a full refund of amounts paid for which you have not yet received treatments. Kwellness must make refunds within 15 days of receipt of your cancellation notice. Your cancellation notice must be signed and dated and either personally delivered, sent by registered mail or sent by email, to the appropriate Kwell address listed above.

Accrual and Use of Treatment Credits

If by your Monthly Date you have not received and paid for that month’s obligatory Membership treatment (a “Missed Monthly Membership Commitment”), you will be charged for that month’s treatment. The charge shall be made to your method of payment on file pursuant to the payment authorization required by this Agreement and shall constitute a treatment credit under your Membership (“Treatment Credit”).

Treatment Credits can be used to pay for additional treatments in any month, however they cannot be used to pay for any subsequent month’s obligatory Membership treatment. Treatment Credits never expire during the term of this Agreement and are usable at the Kwell location listed above for a period of 3-months following the cancellation of this Agreement in accordance with its terms.

Membership Cancellation and Fee

During the Initial Term, and following the Refundable Cancellation Period, you may only cancel this Agreement if:

- You provide a written statement from your medical provider certifying that you can no longer receive massages for medical reasons;
- You provide written proof (e.g., utility bill) that you have moved more than 30 kilometers from your residence on the date you signed this Agreement and such relocation puts you more than 30 kilometers away from any kwellness location;
- Other extenuating circumstances exist that Kwell discretion permit you to cancel during the term; or
- You pay a \$100.00 cancellation fee (“Cancellation Fee”), provided your Membership is also current and in good standing. Paid No-Show Fees and Treatment Credits cannot be applied to pay the Cancellation Fee.

After the Initial Term, you may cancel at any time upon 30-days written notice at the Kwell address listed above.

Miscellaneous

We reserve the right to terminate or refuse to renew your Agreement for any reason not prohibited by law including, but not limited to, an unsatisfactory payment history. We reserve the right to collect at any time any delinquent or outstanding balance(s) that has not been paid for any services provided or monthly Membership treatment fees owed. For purposes of billing and payment you have provided Kwell with a payment authorization for this Agreement. Membership Rates and Kwell Fee Schedule are subject to change upon 30 days notice to you.

Kwell may delay enforcing any of our rights without losing them. We may assign or transfer this Agreement or any of our rights under it without notice to you, except as otherwise required by law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other Provision of this Agreement, which shall remain in full force and effect. This Agreement does not grant you the privilege of exclusive or preferred access to Kwell. This Agreement only entitles you to the benefits set out herein.

Client’s Initials