



## GlowGetter Blush Membership Agreement

**Member Name:**

**Today's Date:**

### **DO NOT SIGN THIS FORM WITHOUT READING AND UNDERSTANDING ITS CONTENTS**

You authorize regularly scheduled charges of \$199/month to your Credit Card for a minimum of four months (for a total minimum cost of \$796) starting today. A receipt for each payment will be provided to you and the charge will appear on your Credit Card Account Statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I authorize Blush Medical Spa and Grey's Academy, LLC (Blush & Grey) to charge my Credit Card every month for \$199 beginning on

After 4 months, I may cancel my membership at any time in person, by mail, or by emailing [membership@blush-and-grey.com](mailto:membership@blush-and-grey.com). Until cancelled by me, my membership will continue to be charged monthly at the same rate.

### **Membership Benefits:**

The \$199 monthly charge will be added to my Blush & Grey GlowGetter account for use on any goods and services at the office with no expiration.

In addition, **during my active membership**, I will have access to special discounts including 10% off services and products (excluding filler), \$30 off 1 syringe of filler, and Botox® at \$9.99/unit, and Dysport at \$4.00/unit.

### **Billing Details**

My billing information will be stored securely and electronically by Blush & Grey in my client account. If any changes are needed, please visit us or call the office at (719) 728-2878 during

regular business hours and we will be happy to take care of that for you. You may also update your contact and credit card information securely using the Blush & Grey App.

You acknowledge receiving and reading a copy of this Agreement before signing. This Agreement, together with the attached Terms and Conditions, are accepted and agreed to by you as of the date set forth below.

Subject to the Terms and Conditions, this Agreement is for a term of four months and will automatically renew every month thereafter until cancelled by you.

## **Terms and Conditions**

This Agreement uses the words “you” and “your” to mean the individual who executed this Agreement on page 1, which individual is from time to time referenced herein as “Member”.

### **1. Membership Fee**

You are responsible to ensure that the credit card number on file with Blush & Grey is valid so that the Monthly Fee can be charged to that card.

You may change the credit card provided at any time, and it is your responsibility to make sure that there is always a valid credit card number on file with Blush & Grey for payment of the Monthly Fee.

If there is not a valid credit card number on file with Blush & Grey at the time the Monthly Fee is charged to that card and one is not provided within ten days after the regularly scheduled date for payment, Blush & Grey will suspend your membership in the Program until such payment is made, terminating this Agreement after 30 days of non-payment.

Neither gift cards nor loyalty program points may be redeemed to pay any portion of the Membership Fee and no payments of the Membership Fee. The Membership Fee cannot be combined with any other promotion or discounts.

### **2. Cancellation.**

You may cancel your membership in the Program per the terms below, with notice of cancellation being in writing and delivered in person or mailed to:

Blush and Grey, LLC 1715 N. Weber St. Suite 360 Colorado Springs, CO 80907

You may also submit a notice of cancellation to:

[membership@blush-and-grey.com](mailto:membership@blush-and-grey.com)

Please be advised that you have the right to cancel this Agreement (1) for any reason within five business days after the Commencement Date, in which case you will be entitled to a full refund of any monies already paid (less the retail value of any products and services you may have used) and (2) thereafter, in accordance with the Terms and Conditions, if you are unable to utilize the Program during the initial four-month commitment due to (a) death, (b) disability, (c) illness, (d) injury, (e) a change in residence that is more than 50 miles from Blush & Grey, (f) your being called to active duty by the United States Military and deployed outside of Colorado, or (g) if the Program and/or Blush & Grey Location fails to open, permanently discontinues operations, or substantially changes its operation (collectively, the "Cancellation Grounds").

After the 4-month commitment, you may cancel your membership at any time for any reason.

In addition, Blush & Grey may grant a request for cancellation for a reason not stated herein, at its sole discretion, such discretionary cancellation will be effective as of the date the next Monthly Fee is due and you will be required to pay for the Program until such time.

In the event you cancel for any of the Cancellation Grounds listed above, you will be responsible for payment through the date of Blush & Grey's receipt of such notice of cancellation, or such later date as you may specify (the latter of which shall be referred to as the "Effective Date"). You, or your estate, will be entitled to a refund of the Monthly Fee (less the retail value of any products and services you may have used). Such refund shall be payable within ten (10) business days of the Effective Date.

### 3. Closings

From time to time, a part of, or the entirety of, a Participating Blush & Grey Spa will be temporarily unavailable to members while repairs, renovations, or special events take place. Blush & Grey will make every effort to minimize any disruption to members during these periods. Blush & Grey may be closed for holidays, and hours of operation may be modified from time to time. Subject to the explicit cancellation rights contained in this Agreement regarding closures and unavailability of locations, such closures or unavailability will not entitle you to a refund.

### 4. Non-Transferability.

Your membership in the Program is personal to you and may not be transferred or otherwise assigned to any other individual, whether or not such other individual is your spouse or other family member. In addition, you cannot loan your membership to be used by any one for any reason.

### 5. Contact Information

For purposes of identification and billing, you agree to provide us with current, accurate, complete and updated information including your name, address, telephone number, email and credit card number. You agree to notify Blush & Grey promptly of any changes to any of this information by giving written notice in the manner described above. Failure to provide updated billing and contact information may result in you not receiving important notices.

**Member Name:**

**Date:**

**Member Signature:**

**Date:**

**Employee Signature:**