

MEMBERSHIP SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this _____ day of _____, _____.

MEMBER

CLIENT NAME

CLIENT ADDRESS

(the "Member")

BUSINESS

YOUR BUSINESS NAME

BUSINESS ADDRESS

(the "Business")

BACKGROUND

- A. The Member is of the opinion that the Business has the necessary qualifications, experience and abilities to provide services to the Member.
- B. The Business is agreeable to providing such services to the Member 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 Member and the Business (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Member hereby agrees to engage the Business to provide the Member with the following services (the "Services"):
 - Membership Program: [include all information here about your program, services, benefits, and other details]
2. The Business hereby agrees to provide such Services to the Member.

CURRENCY

- A. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ALL MONETARY AMOUNTS REFERRED TO IN THIS AGREEMENT ARE IN USD (US DOLLARS).

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. This Agreement may be terminated at any time by the Business.
5. This Agreement may be terminated by the Member any time **after** the first [three (3) months] free of charge. **Termination before the first [three (3) months] will result in a [\$50] early cancellation fee.**
6. Except as otherwise provided in this Agreement, the obligations of the Business will end upon the termination of this Agreement.

COMPENSATION

7. The Business will charge the Member for the Services at the rate of **\$100.00** per month (the "Compensation").
8. Service-related fees after membership discount still apply for every appointment booked.
9. Invoices submitted by the Business to the Member are due upon receipt.
10. Card on file will be charged on the [first day] each month, and the payment method on file must remain active for the duration of the membership term.
11. Membership termination will result in the termination of member-exclusive discounts and benefits.
12. Any remaining account funds or credits will remain active after membership termination in compliance with [STATE] gift card laws.
13. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Member in addition to the Compensation.
14. **Add any gratuity expectations here. For example, "A 20% gratuity will apply to each membership appointment to ensure fair compensation for all of our providers. This will be due at check-out."**

CONFIDENTIALITY

15. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Member which would reasonably be considered to be proprietary to the Member including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Member and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

- 16.** The Business agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Business has obtained, except as authorized by the Member or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 17.** All written and oral information and material disclosed or provided by the Member to the Business 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 Contractor.

AUTONOMY

- 18.** Except as otherwise provided in this Agreement, the Business will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Business will work autonomously and not at the direction of the Member.

EQUIPMENT

- 19.** Except as otherwise provided in this Agreement, the Business will provide at the Business's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

- 20.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

- 21.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- CLIENT NAME
CLIENT ADDRESS

- Your Salon or Spa
Your Address

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

- 22.** 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.

TITLES/HEADINGS

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GOVERNING LAW

24. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

SEVERABILITY

25. 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.

WAIVER

26. 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.

CLIENT NAME

Your Salon or Spa

Per: _____ (Seal)

Officer's Name: _____