



## AESTHETIC CLUB AGREEMENT

Complete Legal Name of Member			
Email Address	Cell Phone	Work Phone	
Street Address	City	State	Zip

### Credit Card Information (Cards accepted: Visa, Master Card, Discover and American Express)

Cardholder Name		
Card Number		
Expiration Date (MM/YYYY)	Security Code (CVC)	Billing Zip

I authorize, Coachlight Clinic & Spa/Des Moines Plastic Surgery, to charge my credit card above for agreed upon monthly membership fees. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this agreement.

Card Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Who at Coachlight discussed the program with you? \_\_\_\_\_

### Aesthetic Club Membership Plan

**\$199.00/month ("Membership Fee")**

1. Your Membership Begins: [\_\_\_\_\_]
2. Your Membership Renews one year from Membership Begin Date above.
3. Included in the Membership: 10% discount off all full-priced aesthetic treatments and or instore retail products, subject to the exclusions in this Agreement. Monthly membership fees may be accrued toward the purchase of future services and/or products, but are nonrefundable, nontransferable, and expire after five years of nonuse. Membership also includes a free consultation with a Plastic Surgeon at Des Moines Plastic Surgery valued at \$150 or more.
4. All medical treatments are subject to patient suitability following a medical exam by an authorized medical provider. Discounts and benefits cannot be combined with other promotions or discounts or transferred.

I, the undersigned ("**Member**"), agree to subscribe to the services set forth above according to the terms of this Membership Agreement effective as of the first date provided above ("**Effective Date**"), which includes any other written policies of Des Moines Plastic Surgery, P.C. d/b/a Coachlight Clinic & Spa at 6420 Coachlight Drive, Suite 100, West Des Moines, Iowa 50266 ("**Practice**") as they may be updated from time to time ("**Agreement**"). I represent and warrant to Practice that all information provided by or on behalf of me in connection with this Agreement is true and correct.

**Member**

\_\_\_\_\_  
**Signature**

**Accepted by Practice:**

**By:** Brenda Bohnenkamp

Brenda Bohnenkamp, Director of Operations

\_\_\_\_\_  
**Date**

## Membership Terms and Conditions

1.01. **Subscription.** You acknowledge and agree that you are subscribing to the membership plan (“**Membership**”) according to the terms of this Agreement (you and Practice, each a “**Party**”, collectively, the “**Parties**”) on the Effective Date provided above. Practice reserves the right to change certain terms and conditions, including prices, from time to time. However, any change in membership pricing will not be effective until the next Term (defined below). Member benefits and promotions are for the use of the Member only unless expressly provided otherwise. Upon registration with Practice’s online membership registration, you agree to provide current, accurate, and complete information required to register for Membership above, and at other points as may be required in the course of your Membership (“**Registration Data**”). You agree to maintain and update your Registration Data as required to keep it current, accurate, and complete. You agree that Practice may store and use the Registration Data in maintaining your Membership.

1.02. **Medical Clearance.** You acknowledge and agree that receiving medical treatments under your Membership is subject to the appropriate medical provider’s determination that you are medically suitable for the services or treatments offered by Practice under the Membership.

1.03. **Payment Terms and Costs.** The Membership Fee will be due on the next 15<sup>th</sup> of the month of which you are enrolling. Your Membership Fee will automatically continue month-to-month throughout each Term, or until the Membership is cancelled in accordance with this Agreement. Practice will charge or debit the Membership Fee plus any applicable taxes on the 15th day of every month for the duration of the Term. You authorize Practice to charge the credit card, debit card, or account you have specified in during registration, which you may update from time to time in writing, to Practice or through your Registration Data. **In the event you wish to update your Registration Data, you must provide Practice notice of this via email to [membership@dsmcoachlight.com](mailto:membership@dsmcoachlight.com).** You understand that Practice may continue to charge your account or cancel your Membership in accordance with the terms and conditions of this Agreement. You agree to pay Practice the Membership Fees according to the plan selected. Your acceptance of this Agreement indicates your agreement to be bound by the terms and conditions of this Agreement. You must notify Practice of any change in billing address on file, contact, credit card, debit card, or account information, by updating your Registration Data. If a method of payment is declined or an automatic payment does not go through, you must contact Practice within that billing cycle to provide a new form of payment, otherwise your Membership will be suspended until a valid form of payment is provided. Members who have an outstanding balance due will not be able to schedule appointments or receive any services by Practice until payment is received by Practice. Practice, however, reserves the right to apply your account credits to or collect payment on any delinquent or outstanding balance(s) incurred from services rendered, products purchased, no-show fees, appointment cancellation fees or other fees applied. Prices are subject to change at any time. All pricing on services and practice in effect at the time that services rendered or products purchased will apply.

1.04. **Term and Termination.** Subject to applicable law, membership fees and outstanding credits are non-refundable. Your Membership will commence on the Effective Date and continue for a period of 12 months (“**Initial Term**”). Unless otherwise terminated, your Membership will automatically renew on a month-to-month basis following the end of the Initial Term. The Initial Term plus each renewal period is defined as a “**Term**”. Your Membership is nontransferable and nonrefundable. In the event you wish to cancel your Membership, you must provide Practice notice of your intent to cancel this Agreement in writing, in person, or via email to [membership@dsmcoachlight.com](mailto:membership@dsmcoachlight.com) at least 30 days prior to the end of the applicable Term, unless otherwise agreed to by Practice in its sole discretion. All accepted cancellation requests will be replied to with a confirmation response. You **MUST** contact us to ensure your cancellation request is being processed if you have not received our confirmation response. In the event you wish to cancel your Membership during a Term, Practice reserves the right to charge the monthly Membership Fees due for the remaining months of the applicable Term. No refunds will be given for any remaining unused benefits, which will remain as a credit for services and products, but unused credits will expire after five years of nonuse, subject to applicable law. Practice reserves the right to immediately terminate this Agreement at any time and for any reason at its sole discretion, including but not limited to, an unsatisfactory payment history.

1.05. **Exclusions from Membership.** Membership discounts cannot be used to purchase gift cards, gift certificates under any circumstances. Practice retains the right to modify, add, or remove any services, treatments, or products available to you under your Membership at any time at its sole discretion. Credits cannot be used to pay for other charges or amounts owed by you to the Practice. Your Membership is personal to you. All associated credits and obligations

are non-transferable and cannot be otherwise assigned to any other person or entity. Credits cannot be combined with any other discounts or promotions, maintenance pricing, or packages already discounted. Credits cannot be used on any services or products offered by any Plastic Surgeon or Cosmetic Surgeon at Des Moines Plastic Surgery (e.g., David Robbins, MD).

1.06. **Entire Agreement.** This Agreement and Practice's written policies, as they may be updated from time to time, contain the entire understanding of the Parties with respect to the subject matter of this Agreement and supersede all previous verbal and written agreements between the Parties with respect to the subject matter of this Agreement.

1.07. **Assignment.** This Agreement, and any rights or obligations in this Agreement will not be assigned by you without the prior written consent of Practice. Any attempt to assign or transfer this Agreement other than in accordance with this provision will be null and void. Subject to the forgoing, this Agreement and its terms and provisions inure to the benefit of and are binding upon the Parties and their respective successors, heirs, personal representatives, and assigns. Practice may assign this agreement and will provide notice to you.

1.08. **Waiver; Severability.** The failure of either Party to insist in one or more instances upon performance of any terms of this Agreement will not be construed as a waiver of future performance required by the term. No term of this Agreement may be waived except by written consent of the waiving Party. All remedies, rights, undertakings, and obligations contained in this Agreement will be cumulative and none of them will be in limitation of any other remedy, right, undertaking, or obligation of a Party. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the enforceability of any other provisions. If one or more provisions of this Agreement are declared unenforceable, the remaining provisions will be enforceable and will be construed in the broadest possible manner to effectuate the purposes of this Agreement.

1.09. **Governing Law.** This Agreement, and all Claims (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement, including any Claim based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement, or as an inducement to enter into this Agreement), will be governed by, and enforced in accordance with, the internal laws of the state of Iowa without giving effect to any laws, rules or provisions of the state of Iowa that would cause the application of the laws rules or provisions of any jurisdiction other than the state of Iowa, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction.

1.10. **Binding Arbitration.** Upon the advice, consent, and/or the opportunity to seek legal advice, in exchange for the benefits of the speedy, economical, and impartial dispute resolution of arbitration, each Party chooses to waive their right to resolution of any controversy, dispute, or claim arising out of or relating to this Agreement ("**Dispute**") in a court of law by judge or jury, and instead elect to treat their Disputes, if any, pursuant to the Commercial Arbitration Rules ("**Rules**"), as then in effect, of the American Arbitration Association ("**AAA**"), in accordance with this Section 1.10. Each of the Parties expressly agrees that any Dispute will be settled by a confidential, final, and binding arbitration in Polk County, Iowa ("**County**") administered by AAA pursuant to the Rules, as modified by this Section 1.10. For the avoidance of doubt, the Parties express agree that any Dispute about the enforceability of this Section 1.10 or whether a Dispute is subject to this Section 1.10, will be resolved by arbitration. The Parties waive to the fullest extent permitted by law any rights to appeal or to review of the arbitration award by any court or tribunal. The Parties consent to exclusive jurisdiction of, and agree that sole venue will lie in, any state or federal court sitting in the County for any allowable judicial proceeding relating to any arbitration under this Agreement, including entry of a judgment on the arbitration award. The Parties desire and agree that any arbitration proceedings will be conducted before an arbitrator to be selected pursuant to the Arbitration Rules of the AAA ("**Arbitrator**") as expeditiously as possible and acknowledge that expeditious arbitration is in the interest of the Parties. Each of the Parties expressly agrees to bring any Disputes in arbitration on an individual basis only, and not on a class or collective basis. Accordingly, no Party shall bring, nor shall the arbitrator preside over, any form of class or collective proceeding. In addition, unless all Parties agree in writing otherwise, the arbitrator shall not consolidate or join the arbitrations of any party. Neither Purchaser nor any of the Seller Parties may seek, nor may the arbitrator award, any relief that is not individualized to the claimant. The Parties will maintain the confidential nature of the arbitration proceeding, except as may be necessary in connection with a court application for a preliminary remedy, a court action to challenge or enforce the arbitration award, or as otherwise required by law or judicial decision. The Parties further agree that the

Arbitrator will render the arbitration award in writing and explain the decision, which will not include any Confidential Information. Notwithstanding anything to the contrary in this Section 1.10, a party may file an action in any state or federal court sitting in the County to obtain provisional injunctive or equitable relief to prevent immediate and irreparable harm and to ensure that the relief sought by the aggrieved party is not rendered ineffectual pending the arbitration. Each Party waives any defense of inconvenient forum to the maintenance of any action so brought and waives any bond, surety, or other security that might be required of any other Party with respect to such defense. Any Party may make service on any other Party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 1.11. Nothing in Section 1.11, however, will affect the right of any Party to serve legal process in any other manner permitted by law or at equity. For the avoidance of doubt, in the event of a conflict between this Section 1.10 and the Arbitration Rules, this Section 1.10 controls. In the event that any suit or legal proceeding is instituted concerning or arising out of the Agreement, the substantially prevailing Party will be entitled to all of such Party's costs, including, without limitation, the court costs and reasonable attorneys' fees incurred in each and every such action, suit or proceeding, including any and all appeals.

1.11. **Notices.** All notices required or permitted under this Agreement will be in writing (including electronic form) and will be delivered to the address set forth by each Party in this Agreement, or to such other Party and/or address as any of the Parties may designate in a written notice served upon the other Party. Each notice will be given and will be effective: (a) if delivered by hand, when so delivered; (b) if delivered by nationally recognized overnight courier service or sent by United States Express Mail, upon confirmation of delivery; (c) if delivered by certified or registered mail, on the third following day after deposit with the United States Postal Service; (d) if delivered by facsimile, upon confirmation of successful transmission; or (e) if delivered by email, upon confirmation of receipt by the other Party in writing by return email.

1.12. **Survival.** All provisions which must survive in order to give effect to their meaning will survive any expiration or termination of this Agreement, including without limitation all of your representations, warranties and indemnification obligations, which will survive this Agreement for the greater of 4 years or expiration of the applicable statute of limitations plus 60 days. Sections 1.03 and 1.06 through 1.13 of this Agreement will survive indefinitely.

1.13. **Rules of Construction.** Neither Party will be deemed the drafter of this Agreement despite the possibility that one Party or its representatives may have prepared the initial draft or played a greater role in the preparation of subsequent drafts. In construing this Agreement, no provision will be construed in favor of one Party on the ground that such provision was drafted by the other Party. If any claim is made by a Party relating to any conflict, omission, or ambiguity in the provisions of this Agreement, no presumption, burden of proof, or persuasion will be implied because this Agreement was prepared by or at the request of either Party or its counsel. The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision of this Agreement. Unless otherwise provided, the words "include(s)," "included," or "including" do not limit the preceding words or terms. Pronouns in this Agreement refer to the masculine, feminine, neuter, singular or plural as the context will require. This Agreement may be executed in any number of counterparts. This Agreement may be executed by facsimile signature or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docuSign.com](http://www.docuSign.com)).