

MEMBERSHIP AGREEMENT



NEW CLIENT YES NO

CORP.		EMPLOYEE	
Status	Client ID		
Date	Date	ID Checked	
	Location		

CONTRACT INFORMATION

LAST		FIRST		
MAILING ADDRESS		CITY	STATE	ZIP
PHONE		EMAIL		

SESSION / MEMBERSHIP INFORMATION

MEMBERSHIPS

- SUNSET
 BRONZE
 SILVER
 GOLD
 DIAMOND
 FIT
 SPRAY
 LUMI
 6 MONTH MEMBERSHIP
 12 MONTH MEMBERSHIP

SESSIONS

- 5 SESSIONS
 10 SESSIONS
 20 SESSIONS

MEDSPA SERVICES

- MICRODERM ABRASION
 LASER HAIR REMOVAL
 VELA SHAPE II
 15 min
 30 min
 45 min
 1 hour
 1.5 hours

PURCHASE NOTES

ONE TIME FEE \$ _____ (___ / ___ / ___)
(Down Payment Pro Rated 1st Month + 10% Tan Tax)

DATE OF WITHDRAWAL (___ / ___ / ___) • \$ _____ • _____
1st Payment Due Monthly INITIAL

MEMBER DUES PAID ON 5th 15th 25th

_____ I UNDERSTAND THAT THIS IS AN AUTOMATICALLY RENEWING CONTRACT. THAT MEANS THAT I MUST CANCEL BY EMAILING service@bogotanning.com (30 days prior to end of TERM commitment and/or renewal date) OR ELSE THIS CONTRACT WILL BE RENEWED FOR ANOTHER (6) / (12) MONTH TERM WITHOUT NOTICE TO ME.

_____ IF I WISH TO CANCEL THIS CONTRACT EARLY, I MUST DO SO IN WRITING WITH 30 DAY REQUEST. ALL PROCESSING WILL CONTINUE DURING THIS 30 DAY PERIOD. AT THAT POINT, I WILL BE CHARGED A ONE TIME FEE (\$149 if more than 6 months remains on the contract; \$99 if 6 or fewer months remain on the contract)(Med Services are 2X monthly)

_____ BOGO Tanning has a "No Refund, No Return Policy." This applies to unused services/products. For early termination, a minimum one-time fee will be assessed when you make the required 30 day request to cancel any session packages. All processing will continue during this period. The cancellation fee will be based upon number of tan(s)/month(s) used.

_____ By signing this CONTRACT below, you agree to be held responsible should any of your Credit Card payments not be approved by your bank or Credit Card Company. If your payment declines your entire balance becomes due immediately and a \$15.00 fee will be charged with each late and/or declined payment. You further acknowledge that by signing this form, you agree to waive the Signed Credit Card Slip for all agreed payments due. WHEN MAKING AN IN STORE PAYMENT IT MUST BE RECEIVED 4-5 DAYS PRIOR TO THE DUE DATE. It is also agreed that if any of your postdated checks or credit card payments default, BOGOTanning will use any and all previous credit card numbers on file in order to collect payment in full.

CCV #: _____

CHARGE ACCOUNT #: _____ CARD EXPIRATION _____

BUYER'S RIGHT TO CANCEL WITHIN 3 DAYS:
IF YOU WISH TO CANCEL THIS CONTRACT WITHOUT PENALTY, YOU MAY CANCEL IT BY MAILING A WRITTEN NOTICE TO BOGO TANNING AT 29030 SW TOWN CENTER LOOP EAST, SUITE 205, WILSONVILLE, OR 97070 OR EMAILED TO service@bogotanning.com THE NOTICE MUST SAY THAT YOU "DO NOT WISH TO BE BOUND BY THE CONTRACT" AND MUST BE EMAILED OR MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. IF YOU CANCEL WITHIN THE THREE DAYS, BOGO TANNING WILL RETURN TO YOU WITHIN 15 DAYS ALL AMOUNTS YOU HAVE PAID FOR, LESS PRODUCTS AND/OR SERVICES USED.

1. PARTIES

BOGO Tanning (BT) and you agree that by signing this agreement you agree you purchased a membership or service and agree to all the terms of this agreement. You also agree to follow BT's membership policies and salon rules. BT may, in its sole discretion, modify the policies and any salon rule without notice at any time. Salon rules vary by location and all signs posted in a salon or on the premises shall be considered a part of the rules of BT. The terms "you" and "BT" includes heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees. Both parties make this agreement on their behalf, and it binds all these included persons and entities.

2. MEMBERSHIP

2(a). Nature of Membership: Your membership permits you to use BT premises, facilities, equipment and services as shown and limited by the membership identified on page 1. Your membership is non-transferrable by you and gives you no rights in BT, its management, property or operation. BT may assign or transfer your membership in its sole discretion. BOGO Tanning can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, or facilities is valid only at the salon of enrollment, unless otherwise noted. It is your responsibility to notify BT of any change in your address or phone number.

2(b). Corporate Memberships: You must be a current employee of a participating company and eligible under the company's guidelines to enroll in a corporate membership. In the event you are not currently employed or cease being a current employee of a participating company BT reserves the right to immediately terminate your membership and/or require you to pay the full price of initiation and processing fees as well as monthly dues.

2(c). Membership Freezes: BT will only freeze your membership if you qualify under BT's Membership Freeze Policy set forth in the membership policies. To be eligible for a membership freeze you must be in good standing with all initiation and processing fees (paid), and you must be current on your monthly or prepaid dues.

3. FINANCIAL POLICY

3(a). Dues & Fees: You agree to pay the dues and fees on page 1. If you are under 18, BT requires an adult guarantee payment. BT immediately earns the initiation and processing fees when you buy your membership, including any and all paid amounts or unpaid portions that are to be paid according to a payment plan. These fees and any prepaid monthly dues are not refundable, except as stated in Section 6 of this agreement. Whether or not you use the facilities, you must still pay your monthly dues. You agree to pay BT an administrative fee for any returned check or debit problems, such as non-sufficient funds, closed account, frozen or declined credit, or similar circumstances. The current fee is \$25.00, but is subject to change at BT's discretion without prior notice.

3(b). Charges & Taxes: If you incur any charges for goods or services that include (without limitation): add-ons, products, eyewear, Mystic tans (or similar services) you agree to pay for them according to BT's rates and practices that are then in effect. BT has the right to add any tax imposed by the government to your prepaid dues or to your monthly EFT dues for the use of BT's facilities. BT has the right in its sole discretion to add any utility charges, late fees, unpaid balances or surcharges to your prepaid dues or monthly EFT dues.

3(c). Automatic Monthly Deduction & Timely Payments: You have full control over the method of preauthorized payment that you have selected ("EFT"). You also have full control over the EFT and can stop it any time by notifying BT at least 30 days before your EFT date in writing, or by notifying your bank or credit card company to stop. You may be responsible for an ACH Debit (checking, savings, or debit card) if you have not provided your bank at least a 3 day notice before a scheduled transfer. You are responsible for notifying your bank of any error that appears on your bank or credit card statements in a timely manner. You must notify BT within 60 days of a claimed EFT error on your bank statement or credit card statement. If you claim your EFT was not stopped when you told BT you must have written proof or BT will not reimburse you for the EFT deductions that you claimed should have not been deducted. If your EFT ends for any reason, your membership may be immediately suspended at BT's election. You will have 30 days from the date your EFT ends to reinstate your original EFT authorization or to provide a substitute EFT authorization. Upon reinstatement all past due amounts, including any administrative fees will be electronically deducted or you must pay all past due amounts at the time of reinstatement if prepaying. If you have not provided a valid EFT or prepaid membership within 30 days your membership will terminate. If your membership terminates because your EFT ends and you have not reinstated, your account fees and all other information will be turned over to a collections agency.

3(d). Fee for Copy of Agreement: You acknowledge that you received a copy of your agreement at the time you signed up. If you lose or misplace your agreement you agree to pay an administrative fee of \$15.00 for each additional copy you request from BT. To obtain a copy of your agreement contact Membership Services by faxing 503-692-TANN (8277).

4. UNAVAILABILITY ON HOURS OF FACILITIES AND SERVICES

4(a). Unavailability: If your salon of enrollment is completely unavailable for more than 7 days, except for acts of nature, BT will freeze your membership without dues, for the same period your salon of enrollment was closed or completely unavailable, but only if there is not another salon within 10 miles of your salon of enrollment. BT may delete, change, discontinue, repair or replace any part of the facilities or service effect on this agreement.

4(b). Closure, Move or Sale of Salon: BT may permanently close or move your salon of enrollment without any effect on this agreement if it transfers your membership to another salon within no more than 5 additional miles from your residence on the date you signed the agreement. If your salon of enrollment was closed or unavailable

before transfer BT will freeze your membership, without dues, for the same period your salon of enrollment was closed or unavailable, but only if there is not another salon within no more than 5 additional miles from your residence on the date you signed this agreement. BT reserves the right to transfer, sell or assign your membership in the event BT sells.

5. REPRESENTATION

5(a). Future Agreement and Enforcement: You acknowledge that neither BT, nor anyone else made any representations or promise that you relied upon that are not stated in this agreement. Handwritten changes to this agreement are not valid. This document contains the entire agreement between you and BT and replaces any oral or other written agreement. If a court declares any part of this agreement invalid it will not invalidate the remaining parts, which will continue unaffected. If BT does not enforce any right in this agreement for any reason, BT does not waive its right to enforce it later.

6. CANCELLATION

6(a). Your 3-Day Cancellation Right: If you wish to cancel this contract without penalty you may cancel it by delivering or mailing a written notice to BT. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed via certified mail before midnight on the third business day after you signed this contract. The notice must be mailed to: BOGO Tanning, 29030 SW Town Center Loop East, Suite 205, Wilsonville, OR 97070. BT will issue any refunds within 15 days of when BT received written notice in the manner described above. Refunds are subject to adjustment due to services used and promotional products received. Product and promotional items may not be returned.

6(b). Cancellation Rights & Refund: initiation and processing fees are non-refundable, unless specifically stated otherwise below. You may cancel this agreement and receive a refund of unused prepaid dues or unused services if you qualify as follows:

6(b)(1). Cancellation Rights:

- Disability or death: Your disability must physically prevent you from using tanning devices and a licensed physician must verify this fact in writing. In the case of death, your estate must provide written evidence.
- Out of Business: BT goes out of business.
- Salon Moved: BT moved the salon that was closest to your residence on the date you signed this agreement to a location more than 5 additional miles from the original residence.
- Missed Completion Date: BT does not complete the construction of the facility by the date represented on the front of this agreement, provided you do not have access to another BT location. If you do not, you are entitled to a refund under this section, you must notify BT within 5 business days of the missed completion date.
- Services Changed: BT materially changes the services it promised in the initial agreement.

6(b)(2). Notice & Effective Date: You (your estate) must send written notice and proof of the event within 30 days after it happens. Cancellation is effective as of the date of the event or the last date you used BOGO Tanning's salons, whichever is later. If your notice is late or lacks proof, BT may set the effective date when the notice is received. Such notice shall be sent to BOGO Tanning, 29030 SW Town Center Loop East, Suite 205, Wilsonville, OR 97070.

6(b)(3). Refund Calculation: If you are entitled to cancel your membership under 6(b), you will receive a refund computed by dividing total prepaid dues by the number of weeks in the paid term and multiplying the result by the number of weeks remaining in the paid term.

6(c). Termination of Monthly Membership: If you have a monthly agreement, you may terminate it at any time upon written notice to BOGO Tanning. Notice of termination must be received at least 30 days before your EFT bill date, your EFT dues end the second month following the month BT receives written notice (See cancellation policy on front).

6(d). Termination of Cause by BOGO Tanning: BOGO tanning may terminate your membership if (1) you fail to complete all signature lines and required initial blocks, (2) you fail to make timely payment under any payment plan, (3) any monthly payments or dues are late, (4) the monthly EFT payments or dues are interrupted or discontinued for any reason, (5) you fail to follow any of BOGO Tanning's membership policies or rules or violate any part of this agreement, or (6) your conduct is improper or harmful to the best interest of BOGO Tanning or its members. Termination is effective on the date BOGO Tanning mails written notice to your last known address. You are liable for all financial obligations until the date.

6(e). Termination without Cause by BOGO Tanning: BOGO Tanning reserves the right to terminate your membership for any reason not stated above and if not prohibited by law. If BOGO Tanning does so terminate your membership, it will mail dues and will refund any unused prepaid dues.

6(f). Termination on Club Closure or Move: If BOGO Tanning cannot transfer your membership upon a permanent salon closure or move, this agreement ends 30 days later. As such, you will not have to pay further monthly dues and BOGO Tanning will refund any unused prepaid dues.

6(g). Effect of Termination & Financial Obligation: Upon cancellation or termination, your right to use BOGO Tanning's facilities ends and BOGO Tanning can deny you access to any or all salons. If you owe BOGO Tanning money when your membership ends, you still owe the money and BOGO Tanning will deduct it from any refund you might have coming. If there is not enough money to cover the debt in the refund, you must pay the balances. If you terminate your monthly membership and want to rejoin, you must buy a new membership at the then current rates.