

5. **Member Obligations:** Member agrees to abide by all the membership rules, regulations, and office policies of the FMP clinic, which may be posted at the FMP clinic or issued orally, and which may be amended from time to time, at FMP's sole discretion. Member shall not engage in any behavior which negatively impacts the reputation of or holds FMP, any FMP clinic, or any FMP affiliate, agent, contractor or employee in a bad light.
6. **Termination by Member:** Member may only terminate this Agreement under the following circumstances:
 - a. **Within 3 Days of Agreement Date.** On or before midnight 3 business days following the date of this Agreement set forth below so long as written notice of the termination is either: (i) hand delivered to the FMP clinic, and acknowledged by FMP; or (ii) emailed to flatheadmassage@gmail.com, and acknowledged by FMP with a reply email. If Member terminates this Agreement within such 3 day period and in accordance with this section 6.a Member shall receive a refund of payments made to FMP in connection with this Agreement.
 - b. **After 3 Days of Agreement Date.** Any time after the 3 Day Cancellation Period at Member's discretion upon written notice as set forth in 6.a above, in which case Member shall pay FMP a termination fee equal to one half of the total payments remaining to be made under this Agreement.
 - c. **Permanent Disability or Contraindication.** In the event Member develops a serious disability or condition which permanently prevents Member from being able to safely receive massage therapy services, Member shall have a physician deliver a written explanation directly to FMP. Member shall also provide any other backup information reasonably requested by FMP. If the requested information is provided to FMP, FMP and Member shall enter into a termination of this Agreement and Member's obligations under this Agreement shall then cease.
 - d. **Move of Residence.** In the event Member moves Member's permanent residence to a location more than 50 road miles from the FMP clinic, Member must provide 30 days prior written notice of said move in the manner set forth in 6.a above together with verification of said move in form acceptable to FMP in which case FMP and Member shall enter into a termination of this Agreement and Member's obligations under this Agreement shall then cease.
7. **Member Leave of Absence:** Member may request to freeze their membership and temporarily stop monthly debits/charges once per year for a period of up to 3 months. Member must provide at least 7 days prior written notice of Member's leave of absence in the manner set forth in 6.a above. Following the end of the requested leave of absence period, monthly debits/charges to the Member's account will automatically resume.
8. **Unused Messages:** Member agrees to schedule and receive at least one _____ each month. Member must call, text, email or go online to schedule their monthly massage appointment by 11:59PM on the last day of the month. In the case where there are no more appointments available in the current month, Member may schedule their massage appointment for the following month. If Member fails to contact FMP to schedule their monthly massage appointment by 11:59PM on the last day of the month, Member forfeits their massage therapy service for that month, and Member shall not receive a refund of any payments or fees paid to FMP pursuant to this Agreement.
9. **Termination by FMP:** FMP may terminate this Agreement immediately in the event Member fails to make any payment due FMP for more than 30 days or in the event Member breaches any term of this Agreement, or in the event Member breaches any other agreement entered into between Member and FMP, its officers, members, affiliates, agents, employees, or contractors. In such event, Member shall not receive a refund of any payments or fees paid to FMP pursuant to this Agreement.
10. **Consent to Treatment:** Member agrees that if Member experiences any pain or discomfort during a session, Member will immediately inform the practitioner so that the pressure and/or strokes may be adjusted to Member's level of comfort. Member further understands that massage/bodywork should not be construed as a substitute for medical examination, diagnosis, or treatment and that Member should see a physician, chiropractor, or other qualified medical specialist for any mental or physical ailment of which Member is aware. Member understands that massage/bodywork practitioners are not qualified to perform spinal or skeletal adjustments, diagnose, prescribe, or treat any physical or mental illness, and that nothing said in the course of a session should be construed as such. Because massage/bodywork should not be performed under certain medical conditions, Member affirms that Member has stated all Member's known medical conditions and answered all questions honestly. Member agrees to keep the practitioner updated as to any changes in Member's medical profile and understands that there shall be no liability on the practitioner's part should Member fail to do so. Member also understands that any illicit or sexually suggestive remarks or advances made by Member will result in immediate termination of the session, and Member will be liable for full payment of the scheduled appointment. Understanding all of this, Member gives their consent to receive care.
11. **Valuables and Personal Property:** FMP shall not be liable for the loss of, theft of, or damage to the personal property of Member or guests.
12. **General:** COMPLETE AGREEMENT: Except for the rules, regulations, office policies, and schedules posted at the FMP clinic or on the FMP official website, or issued orally by FMP from time to time at its discretion, all of which are incorporated into this Agreement, this Agreement constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. This Agreement only may be modified in writing executed by a duly authorized representative of FMP. Employees are not authorized to make any independent agreements with any Member. ASSIGNMENT/TRANSFER OF MEMBERSHIP: The FMP Membership is not transferable by Member. Member may not loan, sell, assign or transfer a membership. Any attempted loan, sale assignment or transfer is null or void and Member's privileges may be revoked immediately. GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the law of the State of Montana, without giving effect to principles of conflict of laws.

Flathead Massage Professionals, LLC:

Member:

Print: _____

Print: _____

Sign: _____

Sign: _____

Date: _____

Date: _____