

MEMBERSHIP AGREEMENT

The Grand Resort & Spa

539 North Birch Road
Fort Lauderdale, FL 33304

800.818.1211 | 954.630.3000 | f: 954.630.3003
e: info@grandresort.net

Name: _____

Address: _____

Phone: _____

Email: _____

I, _____, (“Member”) hereby understand, acknowledge and accept that members must be twenty-one (21) years old and I certify and confirm that I am at least twenty-one (21) years old and will provide valid government issued identification. I further elect to enter into this Membership Agreement with **The Grand Resort & Spa** (“Seller” or “Spa”) and select the following Membership Package:

Membership Package #1

\$85.00 per month (up to a \$120.00 value)

Member is entitled to 1 of the following, monthly:

- a. 50 min. Swedish massage; or
- b. 50 min. Classic Dermalogica Facial; or
- c. UltraCalming Facial; or
- d. 50 min. scrub.

Membership Package #2

\$125.00 per month (up to \$165.00 value)

Member is entitled to 1 of the following, monthly:

- a. 80 min. Swedish massage; or
- b. 80 min. AgeSmart facial; or
- c. Deep Cleansing facial; or
- d. BioActive Peel; or
- e. 80 min. Signature Body treatment.

Members are entitled to the following:

1. 10% off the purchase of additional spa services or spa retail purchases.
2. 10% off of future bookings at the Resort for Member. Booking must be used by Member during time of active Membership. May not be combined with any other promotions or discounts and may be used only on reservations directly booked by Member and without involvement of a travel agent.
3. 10% off the purchase of beer and wine from the Resort while receiving Spa services;
4. Access to and the use of the Resort’s common grounds, Jacuzzi, pool, and Resort Services; such access to the Resort will be only on the day of Member’s appointment for Spa services and only during the hours of 9:00 am to 7:00 pm;
5. During Member’s first month of Membership, Member may obtain access to the Resort for one Guest at a time, while Member is present. Guest access to the Resort includes use of the Resort’s Common Grounds, Jacuzzi, pool, and Resort Services.
6. **Membership does not include access to the Resort fitness center. Guest access does not include access to the Resort fitness center.**
7. **After Member’s first month of Membership, Membership provides access to the Resort for the Member ONLY. Membership does not permit Member to afford or grant access to the Spa or resort to any guests or other person(s) as a result of Member’s membership. Any person who accompanies a guest to the Spa and which person also seeks access or services must obtain Membership or Access independent of the Member they accompany.**
8. **Membership does not guarantee parking.**

PAYMENTS DUE UNDER MEMBERSHIP AGREEMENT: Payment will be processed on the first (1st) day of each month on Membership. I hereby authorize my bank / financial institution / credit card lender to make payments from my checking, savings, debit and/or credit card(s) account on pre authorized drafts and / or charges drawn by **Inka Grand Florida Management Company d/b/a The Grand Resort & Spa (“the Spa”)**, and post them to my account. I further acknowledge my payment obligations as set forth in this membership agreement. I, by my signature below and by my use of the facilities, confirm my acceptance of all conditions herein. All payments due hereunder will be collected by Electronic Funds Transfer (“EFT”) via a valid debit or credit card which Member shall keep on file with the Spa. I acknowledge all payments will be processed on the first day of each month and it is my responsibility to

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maintain valid and current card / payment information to the Spa. I agree that my failure to maintain valid and current card / payment information will constitute a default of this Membership Agreement.

TERMS OF MEMBERSHIP AND AUTOMATIC RENEWAL: The Membership Term for this Membership Agreement is TWELVE (12) MONTHS, beginning the first day of the first month following the date on which this Membership Agreement is signed by Member. Unless otherwise cancelled in accordance with the terms of this Membership Agreement, **THIS MEMBERSHIP AGREEMENT WILL AUTOMATICALLY RENEW AT THE CONCLUSION OF EACH MEMBERSHIP TERM.** If you do not wish for this membership agreement to automatically renew, you must provide written notice of cancellation no less than thirty (30) days prior to end of the then-current Membership Term. All memberships renew at the sole discretion of THE GRAND RESORT & SPA, which reserves the right to cancel this Membership Agreement at any time and to refuse to renew this Membership Agreement with Member.

CANCELLATION (more than 3 days after signing): This Membership Agreement may be cancelled by Seller, at any time, at Seller's sole discretion. In the event of discretionary cancellation by Seller, Seller will refund any payments made by Member for future services not yet provided or which Seller is not yet eligible to receive. This Membership Agreement may be cancelled by Member at any time, by providing written notice of cancellation no less than 30 days prior to the desired cancellation date. No refunds shall be due for any service available or rendered prior to written date of notice of cancellation from Member. If you do not wish for this Membership Agreement to automatically renew, you must provide written notice of cancellation no less than thirty (30) days prior to conclusion of the then-current Membership Term.

ACCELERATION OF PAYMENTS: If you are in default of this Membership Agreement, Seller can immediately and without notice, demand payment in full of all unpaid installment(s) and applicable fees.

DISHONORED INSTRUMENT / DECLINED EFT FEE: If an automatic debit or electronic funds transfer for the payment of the money drawn on any bank, depository, or credit card submitted by you is not honored or declined, then a fee will be added per the following, in addition to any unpaid balance of this Membership Agreement: (A) A fee of not less than \$20.00, which fee is subject to change at Seller's sole discretion; (B) The amount allowed by state law; or (c) The amount equal to the actual fee imposed by Seller's payment processing provider as a result of Member's dishonored instrument or declined EFT.

NOTICE: Any holder of this consumer credit agreement is subject to all claims and defenses which Member could assert against Seller. Recovery by Member shall not exceed amounts paid by the Member hereunder.

WAIVER AND RELEASE OF LIABILITY: THE GRAND RESORT & SPA, is not responsible for any injury or loss of property suffered by me while receiving Spa treatment(s), participating in Spa or Resort activities, or while on the premises of THE GRAND RESORT & SPA, for any reason whatsoever, whether resulting from the negligence of THE GRAND RESORT & SPA., its agents, employees, independent contractors, representatives, or guests, members, customers, or any other person or entity.

In consideration of my membership or for being allowed access to and / or to use THE GRAND RESORT & SPA facilities and receive Spa Treatment(s), I hereby **WAIVE, COVENANT NOT TO SUE AND RELEASE ANY AND ALL CLAIMS** which may be brought by me, my family, estate, heirs and/or assigns, against THE GRAND RESORT & SPA, its owners, employees, representatives, independent contractors and/or agents from any and all present and future claims for loss, theft of my property, injury or damages to my person or property, personal injuries and/or death, which do or may exist, now or in the future, whether currently known or unknown, including but not limited to those which arise as a result of my membership, or arise in any way incidental to my membership, my use of the facilities and / or equipment of THE GRAND RESORT & SPA, my receiving Spa treatment(s), my participating or engaging in any THE GRAND RESORT & SPA activity, activities or activities incidental thereto, and / or those which occur as a result of my presence on the premises, or which occur while I am on the premises of THE GRAND RESORT & SPA, for any reason whatsoever, wherever, whenever or however same may occur and regardless and irrespective of whether such claims arise or arose as a result of my own negligence, the negligence of any other person or the negligence of THE GRAND RESORT & SPA, or its owners, employees, representatives, independent contractors and/or agents, and will defend, indemnify and hold THE GRAND RESORT & SPA, its owners, employees, representatives, independent contractors and/or agents harmless therefrom. I further agree to indemnify and hold harmless THE GRAND RESORT AND SPA, its owners, employees, independent contractors, representatives and/or agents, for any and all above

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referenced claims wherever, whenever or however same may occur, and regardless and irrespective of whether such claims arise or arose as a result of my own negligence, the negligence of any other person or the negligence of THE GRAND RESORT AND SPA., or its owners, employees, independent contractors, representatives and/or agents. I understand and agree that this *Waiver and Release of Liability* is intended to be as broad and inclusive as permitted by the laws of the State of Florida and agree that if any portion hereof is held invalid, the remainder of the *Waiver and Release of Liability* will continue in full legal force and effect. I further agree and affirm that in the event a lawsuit is filed in relation or as a result of any injury or damages alleged to have arisen as a result of my membership, or in any way incidental to my membership, my use of the facilities and / or equipment of THE GRAND RESORT & SPA, my receiving Spa treatment(s), my participating or engaging in any THE GRAND RESORT & SPA activity, activities or activities incidental thereto, and / or as a result of my presence on the premises of THE GRAND RESORT & SPA, or in relation thereto, the applicable law shall be the law of the State of Florida and the only venue in which such suit may be filed is in Broward County, the State of Florida. I further agree that in the event I am not the prevailing party, I will be responsible for all reasonable attorneys' fees, costs and expenses incurred by THE GRAND RESORT & SPA, in the defense of or in relation to any such lawsuit.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this, I am giving up legal rights and remedies that I might have now or in the future.

Consumer's Right of Cancellation during cooling period (3 days after signing): You may cancel this contract without any penalty or obligation within 3 business days from the above date, and receive a full refund of all payments made to the seller. You may also cancel this contract if upon a doctor's order you cannot physically receive the services, or you may cancel the contract if the services cease to be offered as stated in the contract. If you cancel the contract for either of these reasons, the seller, (The Grand Resort & Spa), may keep only a portion of the contract price equal to a pro rata portion of the total price representing the proportion of services you used or completed, plus the cost to the seller of any related goods which you have consumed or retained. This contract or note is the future consumer services and puts all assignees on notice of the consumer's right to cancel under Chapter 2-18, F.A.C.

Signature

Date

Print Name

If not signed at the Grand Resort & Spa, please have signature Notarized.

WITNESSED and subscribed before me this ____ day of _____, 20__ by _____,
who has produced _____ as identification.

Notary Public

[Name typed, printed or stamped]

Commission No: _____

My Commission expires: _____