



CLUB IMAGE

www.clubimage.com

Pre-Op Date: _____
Procedure Date: _____
Post-Op Date: _____

MEMBERSHIP AGREEMENT & CREDIT APPLICATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Club Image ("Provider") and Member covenant and agree to the following Membership Agreement & Credit Application and the attached Terms and Conditions (hereinafter collectively "Agreement").

Member Information (Members under age 18 must have parent/guardian sign Membership Agreement on behalf of minor.)

Member Full Name: _____ (hereinafter "Member") Gender: Male Female

► SSN: _____ - _____ - _____ Date of Birth: ____/____/____ Main Phone #: _____ Phone 2 #: _____

Email: _____

Mailing Address: _____ City: _____ State: ____ Zip: _____

Employer: _____ Household Monthly Income: \$ _____ Bank/Credit Union: _____

► Member entered into and signed this Agreement to receive services in the following county: Salt Lake County, Utah Maricopa County, Arizona ► Member's Initials: _____

Services and Payment Plan

Retail Value of Services: \$ _____ Club Image Price: \$ _____ Services Description: _____

Member understands and agrees that if Member fails to timely attend appointments or make payments on time, that the Club Image discount will be revoked and Member will pay the full retail value above plus all fees pursuant to the Terms and Conditions. ► Member's Initials: _____

If Member's membership is terminated, in addition to paying the full undiscounted value for services rendered, Member agrees to pay Provider liquidated damages of 30% of the Member's scheduled but not completed services within thirty (30) days of written notice to Member of termination of membership. Member understands and agrees that liquidated damages fee reimburses the Provider for the costs of preparing to provide Member's services, including paying for administrative costs, reserving surgical team's time/space and any materials prepared that cannot be reused. ► Member's Initials: _____

Payment Details	Cost	Customer Acknowledgements (Member Must Initial Each Line)
Total Price:	\$ _____	Total Amount Financed: _____ ► Member's Initials: _____
Registration/Consult Fee: <input type="checkbox"/> Cash <input type="checkbox"/> Debit/Credit <input type="checkbox"/> Check	\$ _____	Type of Plan: 30 Day Billing ► Member's Initials: _____
Scheduling Fee/Down Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Debit/Credit <input type="checkbox"/> Check	\$ _____	Monthly Payment: _____ ► Member's Initials: _____
Notes:		# of Payments: _____ ► Member's Initials: _____
		First Payment Due Date: ____/____/____ ► Member's Initials: _____

Payment Authorization, Promise to Pay and Membership Declaration

By signing below, signer certifies that Member has adequate income to make the above payments and all information provided herein is complete/accurate and furnished with the understanding that it will be used to determine the amount of credit to be extended. Please indicate which of the below items may apply to your situation (currently or in the past). If you select one, use space on back of page to explain in detail: Prior/Current Delinquency, Repo or Foreclosure Judgment/Lien Pending Legal Action Bankruptcy. By signing below, signer authorizes Provider to charge the credit/debit card(s) listed below for scheduled payments for above membership and will be responsible for all amounts owed by Member to Provider. List card below:

Name on Card	Address (if different from above)	Card Number	Expir. Date	CVV

Membership Declaration: Before signing this document, Member and/or Co-Signer ("Signer") has read, understands, and hereby agrees to the terms and conditions of this Membership Agreement, including the Terms and Conditions attached on page 2 or on the back of this page, and know that it affects Signer's legal rights. Signer personally and individually guarantees payment for all amounts owed by Member and/or Member's dependents to Provider.

► Signature of Member _____ Date _____

► Signature of Co-Signer _____ Date _____

Co-Signer's Printed Name: _____
Co-Signer's SSN: _____ - _____ - _____
Co-Signer's Address: _____
Co-Signer's Phone: _____

Provider Witness: _____ Provider Witness Signature: _____ Date Witnessed: _____

Terms and Conditions (Agreement is available in larger print upon request)

Member understands that Member is responsible for the payment to Provider for all services provided by Provider to Member. Member agrees that all amounts for services due Provider are payable within thirty (30) days from date of invoice, unless otherwise agreed in writing by Provider, and that upon the expiration of 30 days the account will be considered delinquent. If any amount due Provider is not paid within said time period, a finance charge of 1.50% interest per month (an annual rate of 18.00%), compounded monthly, on the delinquent balance shall be added to the sum due. Member acknowledges that he or she is being offered a price for services rendered that takes into account a discount based upon Member's willingness to enter into this Agreement ("Discount"). Member further acknowledges that, in the event of delinquency or default, the Discount will become void and the full undiscounted price (as set forth herein) of the services will be immediately due and owing and added to the principal plus all applicable charges/fees. Member agrees to pay a service charge of **\$50.00** for late payments (after a five (5) day grace period) and an additional **\$50.00** fee if a check is tendered in payment and that check is returned unpaid for any reason. Member agrees not to send Provider payments marked "paid in full," "payment in full," "without recourse," or similar language. If Member sends a payment labeled as such, the Member's membership will be immediately terminated and Provider may accept it without losing any of Provider's rights under this Agreement, and Defendant will remain obligated to pay any all amounts owed to Provider. Member agrees that if Member uses a credit card to pay your account, Member agrees to not charge back the credit card for any reason. In the event Member breaches this term and charges back the credit card for all or partial amounts paid to Provider, Member will be charged a service fee of **\$100.00** for each chargeback, the Discount will be revoked, and Member's account will immediately become delinquent for all amounts due. If Member's membership is terminated, in addition to paying the full undiscounted value for services rendered, Member agrees to pay Provider liquidated damages of 30% of the Member's scheduled but not completed services within thirty (30) days of written notice to Member of termination of membership. Member understands and agrees that liquidated damages fee reimburses the Provider for the costs of preparing to provide Member's services, including paying for administrative costs, reserving surgical team's time/space and any materials prepared that cannot be reused. Provider and Member agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused if Member's membership is terminated prior to receiving the ordered/scheduled services. Therefore, Provider and Member agree that, in the event Member's membership is terminated prior to receiving the ordered/scheduled services as described in this Agreement, that Member agrees to pay the above-described liquidated damages. Provider and Member further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Provider due to Member's membership being terminated prior to receiving ordered/scheduled services. In the event Member's account remains delinquent for 30 days, this Agreement will be in default and the Provider will be entitled to an award of the delinquent amount due, plus interest/finance charges, all applicable late/service fees, all expenses, including a 25% collection charge on the delinquent amount, reasonable attorney fees and court costs, incurred in obtaining redress. Payments for any delinquent balance(s) shall be applied first to costs of court, then to collection/attorney's fees, then interest/finance/service charges and lastly to principal. Member understands and agrees that all finance charges, fees and damages will be added to the principal balance owed. The Member agrees that this Agreement and all transactions arising hereunder shall be governed and construed under the laws of the state where the Agreement was signed/entered into without regard to conflict of law principles. Member agrees that jurisdiction and venue shall lie with the state court of the county of the state where the Agreement was signed/entered into and by its signature Member submits itself to the jurisdiction of that court. Member agrees that Member will sign Agreement at the location where the services are to be performed and agrees not to mail or email a previously signed Agreement. Member agrees to re-sign any Agreement that was mailed/emailed or not witnessed by Provider in the location where the services are/were performed. Membership does not cover work that must be referred to a specialist, which is determined at the sole discretion of Provider. Provider reserves the right to charge additional fees above membership cost if services involve extensive unexpected costs. Member expressly acknowledges and consents that Provider may record, save and store all communications (phone, email, texts, etc.) from Member for use in potential disputes/litigation. This Agreement and these Terms & Conditions constitutes the entire agreement of the parties with respect to the matters hereto. The terms set forth in this Agreement supersede, amend, alter and control any similar or related terms set forth in contracts, agreements or other documents or oral understandings with respect to the subject matter of this agreement. This Agreement is the parties' full and final Agreement and may not be modified except in writing signed by all parties. Any amendment to this Agreement entered into by the parties will be subject to the terms of this Agreement unless explicitly specified otherwise. If any part or any provisions of this Agreement is held invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement. This Agreement may be signed via facsimile or email and in one or more counterparts, each of which when executed shall be deemed an original, and all of which taken together shall constitute one and the same document. Member hereby waives any notice of the transfer of this Agreement by the Provider or by any subsequent holder of this Agreement, agrees to remain bound by the terms of this Agreement subsequent to any transfer, and agrees that the terms of this Agreement may be fully enforced by any subsequent holder of this Agreement. Member may not assign his obligations under the Agreement. No waiver will be construed as a continuing waiver or consent to a later breach. Rights and remedies are cumulative. By signing this Agreement, Member acknowledges that Member or a competent legal representative has read, understand, and hereby accepts this Agreement in its entirety. Member acknowledges receipt of a copy of this Agreement. By signing the Agreement, Member acknowledge that Member has received Provider's HIPAA notification and Notice of Privacy Practices. Member gives Provider full authorization to release and disclose any information it deems appropriate concerning Member's account (including medical records and personal identification material) to any person or organization for collection purposes. Provider reserves the right to update these Terms & Conditions from time to time. Additional Terms & Conditions and Membership benefits are listed at www.clubimage.com.