



**Bliss Spa Membership Agreement**

Bliss World LLC

SPA NAME AND ADDRESS

Member Name _____	
Member Address _____	
Member Phone _____	Member Email _____
Member ID Number _____	Primary Spa Location _____
Date of Agreement ("Commencement Date") _____	

By signing below, you agree (a) to purchase a membership in the Bliss Spa Membership Program (the "Program") offered by Bliss World LLC ("Bliss") and (b) to be bound by this Agreement, including the Terms and Conditions attached as Exhibit A, the Description of Services attached as Exhibit B, the rules and regulations of the facilities where the Program is offered (each a "Participating Bliss Spa"), and any other terms and conditions concerning the Program and/or Participating Bliss Spas which may be included on Bliss' website at [www.blissworld.com](http://www.blissworld.com) during the term of your membership, each of which is incorporated herein by reference and made a material part hereof.

The fee for the Program is Ninety-Nine Dollars (\$99.00) per month (the "Monthly Fee") for the first twelve (12) months for a total initial annual cost of One Thousand One Hundred Eighty-Eight Dollars (\$1,188.00) (the "Program Fee"). You hereby authorize Bliss to charge the Monthly Fee to the credit card account you have on file with your Participating Bliss Spa each month of your membership starting on the Commencement Date, or the first business day thereafter, and continuing, during the term of your membership, on the last day of that month and each month thereafter.

The services included in the Program and the Participating Bliss Spas, including their hours of operation are as set forth on Exhibit B and Schedule A attached hereto, each of which is incorporated herein by reference.

Please be advised that you have the right to cancel this Agreement (1) for any reason within fifteen days after the Commencement Date, in which case you will be entitled to a full refund of any monies already paid (less the retail value of any services you may have used) and (2) thereafter, in accordance with the Terms and Conditions, if you are unable to utilize the Program due to (a) death, (b) disability, (c) illness, (d) injury, (e) a change in residence that is more than 25 miles from a Participating Bliss Spa, (f) your being called to active duty by the United States Military and deployed outside of the state of the Primary Spa Location, or (g) if the Program and/or the Primary Spa Location fails to open, permanently discontinues operations, or substantially changes its operation (collectively, the "Cancellation Grounds"). In order to effectively exercise any right of cancellation, you must notify Bliss of your intention to cancel in writing in person or by certified or registered mail at the address set forth above. In the event cancellation is due to (i) illness or injury, a doctor's certification of the same must accompany your notice of cancellation or (ii) your being called to active duty, you or your legally designated representative must include a copy of the your official military orders with your notice of cancellation, with such notice being provided within 90 days after your call to active duty.

You acknowledge receiving and reading a copy of this Agreement before signing. This Agreement, together with all exhibits and schedules attached hereto, are accepted and agreed to by you as of the date set forth above.

Subject to the Terms and Conditions, this Agreement is for a term of one year and will automatically renew for two additional one year terms.

MEMBER SIGNATURE _____	MEMBER PRINTED NAME _____	DATE _____
ACCEPTED BY (SIGNATURE OF BLISS AUTHORIZED PERSON) _____		

## **Exhibit A**

### **Terms and Conditions**

This Agreement uses the words “you” and “your” to mean the individual whose name is identified on page 1 of this Agreement under the heading “Member Name” and who executed this Agreement on such page, which individual is from time to time referenced herein as “Member”.

#### **1. Membership Fee**

You are responsible to ensure that the credit card number on file with Bliss is valid so that the Monthly Fee can be charged to that card. You may change the credit card provided at any time, *provided, however*, that it is your responsibility to make sure that there is always a valid credit card number on file with Bliss for payment of the Monthly Fee.

If there is not a valid credit card number on file with Bliss at the time the Monthly Fee is charged to that card and one is not provided within ten days after the regularly scheduled date for payment, Bliss may exercise any and all rights available to it, whether under this Agreement or under applicable law, which may include, but are not limited to, suspension of your membership in the Program until such payment is made, assessing a late payment fee of \$25.00, and/or terminating this Agreement.

Neither gift cards nor Glow it All program points may be redeemed to pay any portion of the Membership Fee and no payments of the Membership Fee will be counted towards the accrual of Glow it All program points. The Membership Fee cannot be combined with any other promotion or discounts.

#### **2. Membership Term.**

The initial term of your membership is one-year from the Commencement Date (the “Initial Membership Period”). Your membership will automatically renew for two additional one year periods, which renewals shall occur on the anniversary of the Commencement Date on the terms described herein (each an “Additional Membership Period”) unless (a) you notify Bliss in writing at the address set forth on page 1 of this Agreement at least 30 days prior to the one-year anniversary of the Commencement Date that you do not wish for this Agreement to renew, or (b) you fail to confirm your renewal by delivering a renewal confirmation to Bliss in the form of Exhibit C attached hereto.

#### **3. Cancellation.**

You may cancel your membership in the Program as described on the first page of this Agreement, with notice of cancellation being in writing and delivered in person or mailed by registered or certified United States mail to Bliss at the address set forth on page 1. In addition, Bliss may grant a request for cancellation for a reason not stated herein, in its sole discretion, such discretionary cancellation will be effective as of the date the next Monthly Fee is due and you will be required to pay for the Program until such time.

Any and all notices of cancellation must be accompanied by the membership cards and any other documents or evidence of membership previously delivered to the buyer.

In the event you cancel for any of the Cancellation Grounds listed on page 1 hereof, you will be responsible for payment through the date of Bliss’ receipt of such notice of cancellation, or such later date as you may specify (the latter of which shall be referred to as the “Effective Date”). You, or your estate, will be entitled to a refund of the Monthly Fee for the month within which the membership is effectively cancelled less the portion of the Monthly Fee representing the amount of time that the services or facilities were used prior to cancellation, *provided, however*, that Bliss may demand or retain the reasonable cost of goods and services which you consumed and/or wish to retain after cancellation of your membership in the Program. Such refund shall be payable within ten (10) business days of the Effective Date.

No cancellation will eliminate any financial obligations owed by you to Bliss prior to the effective date of such cancellation. Other than as explicitly set forth in this Section 3, nothing set forth herein will entitle you to a refund of any other amounts previously paid to Bliss under this Agreement. No refunds will be given for any benefits which you have accrued but have not used as of the time your cancellation becomes effective, including by way of example, but not of limitation, any sessions or services that you have carried over or would otherwise be entitled to as a Member.

#### **4. Membership Suspension.**

In its sole discretion, Bliss may agree to suspend your membership upon your request for up to two months in the event of a significant change in your circumstances not otherwise provided for herein, provided that any request for cancellation or suspension of this Agreement must be accompanied by written documentation, reasonably acceptable to Bliss, supporting the claim of change in circumstances (each a "Membership Suspension").

The granting of a Membership Suspension will be deemed to be effective as of the date that the next Monthly Fee is due. No suspension will eliminate any financial obligations owed by you to Bliss prior to the effective date of such suspension and will only apply to future payments of the Monthly Fee. A suspension permitted under this Section will not result in a refund of any amounts previously paid to Bliss under this Agreement.

In the event you elect to suspend your membership in the Program rather than cancel it because you are on active United States military duty, we will cancel this Agreement if you do not reinstate it within two years after the date of suspension.

During a Membership Suspension or a military active duty suspension you are not entitled to any Program benefits. Following the expiration of your inactive status, the Monthly Fee will be automatically charged to your credit card without notice. Your membership term will be extended by the amount of time your membership is suspended.

## **5. Closings**

From time to time, a part of, or the entirety of, a Participating Bliss Spa will be temporarily unavailable to members while repairs, renovations or special events take place or governmental permits or licenses are received. Bliss will make every effort to minimize any disruption to members during these periods. Some or all of the Participating Bliss Spas may be closed for holidays. Hours of operation are displayed in each Participating Bliss Spa and may be modified from time to time. Subject to the explicit cancellation rights contained in this Agreement regarding closures and unavailability of locations, such closures or unavailability will not entitle you to a refund.

## **6. Rules and Regulations.**

You agree to follow all rules and regulations of each Participating Bliss Spa you use (collectively, the "Rules"). Violation of the Rules may result in suspension or cancellation of your membership. Bliss, in its sole discretion, has the right to refuse your entry into a Participating Bliss Spa or to discontinue service at any time, whether for the day or permanently if, in Bliss' reasonable judgment, you have failed to observe the terms of this Agreement, the Rules or if you have acted in a manner contrary to the best interests or safety of Bliss or its members. You agree to comply with all applicable laws in connection with your use of each Participating Bliss Spa. You also agree not to use the Participating Bliss Spa, services or equipment in such a way as to endanger the health or safety of yourself or others. You are responsible for any and all property damage or personal injury caused by you, your family or your guests.

## **7. Non-Transferability.**

Your membership in the Program is personal to you and may not be transferred or otherwise assigned to any other individual, whether or not such other individual is your spouse or other family member. In addition, you cannot loan your membership card or permit it to be used by any one for any reason without the prior written consent of Bliss.

## **8. Services Check-In Requirements.**

You acknowledge that each time that you seek services at a Participating Bliss Spa you will be asked at the time you check in to complete a guest questionnaire which, among other things, will request certain information about your medical history and will include a disclaimer and release with respect to claims you may have against Bliss.

**9. Loss of Property.** Bliss is not responsible for any of your personal property, including by way of example, but not of limitation, money, credit cards, clothing or jewelry, in each case whether for disappearance, loss, theft, damage or otherwise, and you bring the same into a Participating Bliss Spa at your own risk.

## **10. Modifications.**

**SUBJECT TO YOUR RIGHTS TO CANCEL THIS AGREEMENT SET FORTH HEREIN, BLISS MAY MODIFY THE SERVICES OFFERED AT A PARTICIPATING BLISS SPA OR THE TERMS AND CONDITIONS OF THIS AGREEMENT AT ANY TIME WITHOUT NOTICE AND SUCH MODIFICATIONS WILL BE DEEMED EFFECTIVE IMMEDIATELY UPON MAKING SUCH CHANGES. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY INCREASE IN THE AMOUNT OF THE PROGRAM FEE, THE MONTHLY FEE AND/OR THE FREQUENCY THAT THE MONTHLY FEE WILL BE CHARGED TO YOUR CREDIT CARD OR ANY MATERIAL CHANGE TO THE SERVICES INCLUDED**

**IN THE MEMBERSHIP AND YOU WILL BE ENTITLED TO CANCEL DURING SUCH 30 DAY PERIOD BY PROVIDING NOTICE AS SET FORTH IN PARAGRAPH 3 HEREOF. NEITHER THE PROGRAM FEE NOT THE AMOUNT OF THE MONTHLY FEE WILL CHANGE DURING THE INITIAL MEMBERSHIP PERIOD.**

**11. Contact Information**

For purposes of identification and billing, you agree to provide us with current, accurate, complete and updated information including your name, address, telephone number, email and credit card number. You agree to notify Bliss promptly of any changes to any of this information by giving written notice in the manner described below. Failure to provide updated billing and contact information may result in you not receiving important notices.

**12. Notices.**

Except notices regarding your cancellation of this Agreement, which notices must be provided in the manner described on page 1 of this Agreement, all notices required to made or otherwise made under this Agreement by you to Bliss should be sent by email to: [membership@blissmail.com](mailto:membership@blissmail.com). To the maximum extent permitted by applicable law, you consent to receiving notices from Bliss by electronic mail. Bliss will use the email address set forth in this Agreement as the email address for any and all such notices. It is your responsibility to ensure that the email address provided to Bliss is at all times operational for you to receive notices.

**13. Entire Agreement:**

This Agreement, together with all exhibits and schedules attached hereto, the rules and regulations of each Participating Bliss Spa, and any terms and conditions regarding the Program and the Participating Bliss Spas included on Bliss' website during your membership in the Program at [www.blissworld.com](http://www.blissworld.com), constitute and contain the entire agreement between you and Bliss with respect to your membership in the Program and supersede any and all prior understandings between you and Bliss regarding relating to the subject matter of this Agreement, whether oral or written. In the event of a conflict between the terms of this Agreement and any of the other governing documents, this Agreement will govern to the extent of such conflict.

Except as expressly stated herein to the contrary, this Agreement cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by an officer of Bliss and no change, modification or revision to this Agreement is binding unless agreed to in a writing signed by an officer of Bliss. Changes posted to Bliss' website are deemed a change or modification made in writing by an officer of Bliss.

**14. Agreement to Arbitrate and Waiver of Class or Representative Proceedings; Governing Law; Venue; Jury Trial Waiver.**

Any dispute or claim between Member and Bliss or any affiliate or parent company of Bliss relating in any way to this Agreement or any services or products provided by Bliss shall be resolved by individual binding arbitration by a single arbitrator, except that Member or Bliss may assert claims in small claims court if those respective claims qualify. The arbitration shall be administered by the American Arbitration Association in accord with its Commercial Arbitration Rules and Mediation Procedures. The arbitration will take place in the state and county where the Member's Primary Spa is located. Member and Bliss agree to waive any right to pursue any dispute relating to this Agreement or any services or products provided by Bliss in any class, private attorney general, or other representative action or proceeding and the arbitrator **shall not** have the power to conduct a class action arbitration or to arbitrate any claim in which Member or Bliss serve as a private attorney general or in any other representative capacity. If any portion of this arbitration agreement is determined to be invalid or unenforceable, the remainder of the arbitration agreement remains in full force and effect. The arbitrator may award damages or other relief, including equitable or injunctive relief, provided for under applicable law. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. The arbitrator, and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement.

The interpretation, validity and enforcement of this Agreement and all transactions hereunder as to interpretation, enforcement, validity, construction, effect and in all other respects, shall be governed by the laws of the State of New York without regard to its choice of law provisions; provided, however, that the Federal Arbitration Act ("FAA"), to the extent inconsistent, will supersede the laws of such State and govern with respect to the agreement to arbitrate contained herein. The agreement to arbitrate will survive termination of this Agreement. **IN THE EVENT THIS AGREEMENT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, MEMBER AND BLISS AGREE AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS**

**LOCATED IN THE COUNTY WHERE THE PRIMARY SPA IS LOCATED AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN, AND MEMBER AND BLISS AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL.**

**15. Non-Waiver; Remedies Cumulative.**

Failure or delay by any party hereto to enforce any of the provisions of this Agreement or any rights with respect hereto, or the failure to exercise any option provided hereunder, will in no way be considered to be waiver of such provisions, rights or options, or to in any way affect the validity of this Agreement. Bliss' rights and remedies under this Agreement are cumulative with and in addition to any other rights and remedies provided by applicable law.

**16. Headings.**

Headings of sections or other parts of this Agreement are included herein for convenience of reference only, and will not constitute a part of this Agreement or change the meaning of this Agreement.

**17. Severability.** The invalidity or unenforceability of any term or provision of this Agreement does not affect the validity or enforceability of any other term or provision hereunder, and if any term or provision of this Agreement is held to be to any extent invalid or otherwise unenforceable by any court of competent jurisdiction, such term or provision will be construed as if it were written so as to effectuate to the greatest possible extent the expressed intent of this Agreement, and the remainder of this Agreement will not be affected thereby and will remain valid and enforceable.

## **Exhibit B**

### **Description of Services, Location of Participating Bliss Spa, Hours of Operation**

#### **Membership Benefits.**

During the term of your membership in the Program, you will be entitled to receive the following benefits:

- As of the date you sign up and pay your fee of \$99.00 (plus applicable sales tax) you will be entitled to receive during that calendar month one fabulous facial or one blissage60; except that, if you sign up on the last day of a calendar month, then your sign-up payment is with respect to the following month and you will be entitled to one fabulous facial or one blissage60 during that following month. On the last day of each calendar month during your membership, your credit card will be charged the sum of \$99.00 (plus applicable sales tax). That charge will entitle you to receive one fabulous facial or one blissage60 during the following calendar month.
- A discount of 10% of the regular price (as listed in the menu of prices and services at the Participating Bliss Spa) of any services other than the Complimentary Treatments; although this discount applies to the cost of upgrades and add-ons to the Complimentary Treatments
- A discount of 20% off the regular (i.e., non-discounted) price of any Bliss, Elemis and Remede products purchased at an Participating Bliss Spa
- A complementary consultation with an esthetician and massage therapist to assess your needs.
- Two passes during each of the Initial Membership Period and any Additional Membership Period entitling individuals other than you to obtain one of the Complimentary Treatments at a discounted cost of \$99.00, without any obligation for membership. This discount may not be combined with any other available discounts.
- A discount of 10% on all products and services of other brands than Bliss, Elemis and Remede owned by companies affiliated with Bliss

Complimentary Treatments not utilized during a Monthly Period may be carried over to a subsequent Monthly Period, but may not be carried over beyond the end of, as applicable, the Initial Membership Period or any Additional Membership Period. For avoidance of doubt, in no event will such unused Complimentary Treatments extend beyond the agreement year in which they accrued into the next agreement year.

Bliss reserves the right to substitute the services that constitute Complimentary Treatments with other services that are substantially similar to the initial Complimentary Treatments.

#### **Participating Bliss Spas.**

The Bliss spas at which your membership under the Program will be honored are those Bliss Spas that are owned or operated by Bliss, either as stand-alone spas or as part of a hotel property. A list of the Bliss Spas as to which your membership currently applies (these are referred to in this Agreement as the "Participating Bliss Spas") is attached hereto as Schedule "A."

Schedule A

**LIST OF PARTICIPATING BLISS SPAS & HOURS OF OPERATION**

**BLISS 49**

8:00AM-10:00PM 7 DAYS A WEEK

**BLISS 57**

9:00AM-9:00PM MON-FRI

9:00AM-8:00PM SAT

9:00AM-7:00PM SUN

**BLISS SOHO**

9:00AM-9:00PM 7 DAYS A WEEK

**BLISS HOBOKEN**

10:00AM-9:00PM, MON - THURS

8:00AM-9:00PM, FRI - SUN

**BLISS SCOTTSDALE**

10:00AM-7:00PM SUN-THURS

9:00AM-7:00PM FRI-SAT

**BLISS HOLLYWOOD**

10:00AM-8:00PM MON-THURS

9:00AM-8:00PM FRI-SUN

**BLISS LOS ANGELES**

9:00AM-9:00PM MON-SAT

9:00AM-7:30PM SUN

**BLISS SAN FRANCISCO**

10:00AM-8:00PM MON-THUR

9:00AM-9:00PM FRI-SUN

**BLISS SOUTH BEACH**

SPA HOURS FROM 6/01-11/30

10:00 AM-8:00 PM MON-WED

9:00 AM -9:00 PM THURS-SAT

9:00-8:00 SUNDAY

SPA HOURS FROM 12/1-5/31

9:00AM-9:00PM 7 DAYS A WEEK

**BLISS ATLANTA MIDTOWN**

9:00AM-9:00PM MON-SAT

10:00AM -7:00 PM SUN

**BLISS CHICAGO**

9:00AM-9:00PM MON-SAT

9:00AM -7:00 PM SUN

**BLISS DALLAS**

10:00AM-8:00PM MON-THURS

9:00AM-8:00PM FRI-SUN

**Exhibit C**

**Confirmation of Membership Renewal**

Reference is made to the Bliss Spa Membership Agreement entered into between [REDACTED] [MEMBER NAME] (“Member”) and Bliss World LLC (“Bliss”), dated [REDACTED] (the “Membership Agreement”). Capitalized terms used in this Confirmation that are not defined herein have the meanings set forth in the Membership Agreement. By signing below, Member confirms that it desires to have the Membership Agreement extended for an Additional Membership Period. Member authorizes Bliss to continue to charge the Monthly Fee to the credit card account Bliss has on file.

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MEMBER SIGNATURE

MEMBER PRINTED NAME

DATE