



Diamond Membership Agreement

UPDATED 10.25.2023

Member:

This Monthly Membership Agreement (“Agreement”) is made between Downey Plastic Surgery d/b/a Heights Plastic Surgery and Studio Essex Medical Spa, the member listed above (referred to herein as “Member,” “you” and “your”) and, if applicable, the person other than the Member who purchases the Diamond Membership described in this Agreement (referred to herein as “Buyer”). This Agreement governs your Diamond membership (“Membership”).

Membership & Benefits

By entering into this Agreement and signing up for the Membership, you agree to purchase a Diamond Membership Treatment on every Membership Charge Date. Monthly treatments include choice of one:

- HydraFacial [\$199 Value]
- Signature or Acne Facial [\$199 Value]
- IPL [\$450 Value]
- Chemical Peel [\$199 Value]
- Dermaplane Facial [\$199 Value]
- IV Drip Therapy [Select Drips] [\$199 Value]
- SkinPen [Up to 3 treatments in 12-month membership.] [\$450 Value]
 - Additional SkinPen’s can be purchased for an additional membership fee per one.
- Skincare Product up to value of membership fee

In addition to your monthly treatment, you’ll receive the following benefits:

- 10% OFF MedSpa services*
- 10% OFF Surgical cases performed while a member*
- First access to new skincare, new treatments, and events

Membership Cost

As of 5/1/23 the Membership Cost is \$169. Price increases, *if applicable*, are limited to once a year. Members will receive 30 days’ notice of a price increase. Members who would like to receive more than one membership eligible treatment can purchase a 2nd treatment in the same month for the cost of their membership dues.

- a) Example: *If a patient would like to redeem a SkinPen on the 2nd day of the month for their monthly membership treatment, but would also like to get a HydraFacial on the 14th of the month before going on vacation, they would pay \$169 [or the current membership rate] to receive the HydraFacial.*

Membership Charge Date/Monthly Payment

Your card will be automatically charged on the first [1st] day of each month. Your first month of enrollment might have “back-to-back” payments.

- a. Example: *If you sign up on the 16th of the month. We will collect your first month at that time. Then you’ll have your first auto draft on the 1st of the following month.*

Minimum Commitment/Cancellation

We require a 12-month commitment which is an annual total of \$2,028 [12 x current membership rate], broken into 12 affordable monthly payments. The value of this program is only seen with continuous skincare - with most common combination of treatments the program offers a value that exceeds \$4,500+, for only \$2,028. **WE DO NOT CANCEL OR PAUSE MEMBERSHIPS.**

At the end of your 12-month commitment, your membership will auto renew on a month-to-month basis until we receive 30 days' notice of request to cancel and/or a new 12-month agreement is signed.

Receiving Treatment

Your membership treatment must be completed in the same month as the payment and cannot accrue or be banked for future treatments.

- a. Diamond Members can apply their monthly membership fee towards other MedSpa services such as injectables or toxins if they chose to not receive a treatment from the monthly treatment list that month.

Appointment Cancellation/No Show/Deposits

Members get to bypass Studio Essex MedSpa typical \$75 deposit required to schedule an appointment for their regular monthly membership treatment. A \$75 fee will be created and required to pay to reschedule an appointment if a member reschedules with **less than 24 hours' notice**, otherwise the monthly treatment is forfeited. [Non-Membership treatments require a 48-hour reschedule notice.] Members who no show their appointment forfeit their treatment that month. Excessive no shows or reschedules are subject to potential additional fees.

\$75 Deposit is still required for all other appointments including toxin and fillers.

Sharing Treatments

Members who cannot use their treatment in the month it is due, they can transfer up to 4 treatments during their annual contract to a friend or family member who has not been to the practice before. That friend or family member is only eligible to receive the monthly treatment, they are not eligible to the additional membership benefits.

Additional Terms

- If a patient uses their membership fee towards retail skincare, patients will be responsible for the difference, including tax. If the cost of the product is less than the membership fee, no refunds or credit will be given.
- If the card on file is cancelled, not current or declines the patient will pay the balance to Studio Essex MedSpa within 30 days. If we do not receive payment this contract is subject to termination by the practice and the full remaining balance will be owed by the patient and additional treatments of any kind will be put on pause until the balance is paid. If a patient is terminated from the membership program by the practice, they will not be able to re-enroll.
- Diamond Membership discounts cannot be combined with any other offer. Any surgical discounts apply to surgeon's fees and is only eligible for use while patient is an active diamond member AND surgery is performed while that membership is active.
- Studio Essex MedSpa reserves the right to change the pricing of Services and the Member benefits and will provide thirty (30) days' notice to all Members regarding any such change in pricing and/or benefits.
- Studio Essex MedSpa reserves the right to revoke and cancel this Membership at any time for any reason.
- Membership auto-renews on a month-to-month basis at the end of 12 month until HPS/SEMS receives written notice of wanting to cancel membership. We do not cancel or pause memberships; it is a 12 month commitment.
- Membership monthly payments are non-refundable.

We have the right to change or add to the terms of this Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website or any other website we maintain or own. We will provide you with notice of any changes via email, or through other reasonable means. For existing Members, the changes will come into effect 10 days after we post the changes to our website, and your use of the Services more than 10 days after we publish any such changes on our website, constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement at any time by request to the front office.

Patient Name

Date

Studio Essex/Heights Plastic Surgery Employee

Date