



THE GENTS PLACE (“TGP”) MEMBERSHIP AGREEMENT

This “Agreement” (including the attached Terms and Conditions) is between you (the “Member” and the “Buyer” if different than the Member), and us as the owner of this TGP Club, [OWNER NAME] (“Owner”) doing business as The Gents Place, of _____ (Club location name).

Member Name: _____
Mailing Address: _____ City/State: _____ Zip: _____
Phone: _____ Email: _____

If billing address is different than above, please provide billing zip code: _____

YOUR MEMBERSHIP PACKAGE - Please initial your choice Membership Package elements below:

Type: _____ 3C / _____ 5C / _____ 7C / _____ Junior Gent

Frequency: _____ Weekly / _____ Every 2 Weeks / _____ Every 3 Weeks / _____ Every 4 Weeks

Term: _____ Monthly / _____ Annual

Annual Membership auto renewal. _____ Initial here to OPT OUT of auto-renewal for annual membership.

Custom Enhancements (pay in full only).

_____ Hand Repairs # _____ Foot Repairs # _____ Brow Waxes # _____ Straight Razor Shaves
_____ Ostensible Grey Blending # _____ Other Service _____

Term & Dues. The “Initial Term” of your membership will begin on _____ (month/day/year) and will expire in 30 days for monthly memberships or in 365 days for annual memberships. Initial Term and Renewal Term are collectively referred to herein as (“Term”). Dues and Renewal Dues are collectively referred to herein as “Dues.”

_____ (Initial) **Auto-Renewal:** Following expiration of Initial Term, membership automatically continues on a month-to-month basis for monthly memberships or year-to-year basis for annual memberships (“Renewal Term”) at the rate of the then-current membership fee (“Renewal Dues”) until membership is cancelled or terminated in accordance with this Agreement.

_____ (Initial) **Upgrade Charges for Senior/Master Services:** If you choose to have services performed by Senior or Master Grooming Specialists, you understand you will be obligated to pay additional service charges based on current rates.

_____ (Initial) **Nonrefundable Dues:** Your “Dues” of \$ _____ are due on _____ (month/day) and the same day of each month for monthly memberships or the same month and day of each year for annual memberships thereafter (“Dues Payment Date”) until your membership is cancelled or terminated in accordance with this Agreement. Dues are nonrefundable, as described in the terms and conditions herein.

_____ (Initial) **Monthly Benefit Expiration Period:** All membership benefits provided in a membership package, including loyalty points (“Membership Benefits”), must be used within 30 days after each Dues Payment Date for monthly memberships and 365 days after each Dues Payment Date for annual memberships (“Benefits Period”). Membership Benefits expire after each Benefits Period and DO NOT carry over into the next Benefits Period.

_____ (Initial) **Text Messaging:** You consent to receiving text messages related to The Gents Place and specifically your membership for purposes of The Gents Place membership management and marketing. Your consent extends during and beyond the effective term of this Agreement, until you proactively opt out by responding “STOP” to a The Gents Place text message, which may be done at any time.

Payment Authorization. By signing below, I, the Buyer, authorize the Owner to charge my account for Dues on the Dues Payment Date. I understand that the Owner may continue to charge my account or cancel/terminate my membership in accordance with the terms and conditions of this Agreement. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company, so long as the transactions correspond to the terms indicated in this authorization form.

BUYER'S SIGNATURE: _____ **DATE:** _____

TERMS AND CONDITIONS

(TERMS AND CONDITIONS OF THIS AGREEMENT ARE SUBJECT TO ALL APPLICABLE LAWS)

GENERAL TERMS

1. You agree to follow these terms and conditions and any rules and regulations that we may from time to time publish regarding your use of a TGP Club and any services provided to you or your guests. Violation of these terms and conditions, rules and regulations may result in suspension or termination of your membership.
2. You warrant and represent that you and any of your guests who use our services have no disability, impairment, or ailment preventing you or them from receiving any of the services that we provide or that would be detrimental or adverse to such person's health, safety, or physical condition.
3. We reserve the right to make material changes to this Agreement, including your Renewal Dues, at any time after your Initial Term has completed, upon at least ten days' notice to you by email. We may modify our services and any other terms and conditions of this Agreement (other than the amount of the Renewal Dues) at any time upon notice to you and such modifications shall be deemed effective immediately upon making such changes.
4. Your Dues are for the membership package you choose above, and are not connected to a service or a product. Your membership provides you with Membership Benefits, including access to any participating TGP Club, plus the ability to receive certain products and services at a discounted rate or complementary. Rates may vary by location and payments are due at the time of sale. Your Dues are nonrefundable and shall not be refunded under any circumstances. However, as provided in Section 12 below, you may cancel your membership agreement at any time without penalty and will incur no additional Dues after cancellation.
5. All Membership Benefits included in your membership package must be used during the Benefits Period. Furthermore, your TGP membership must be active and in good standing to receive Membership Benefits. Your Membership Benefits are not transferable to gift cards or to any other person or entity.
6. We will use our best efforts to process all of your payments properly. However, we shall incur no liability if we are unable to completely process any of your payments because of the existence of any one or more of the following circumstances:
 - Your payment account does not contain sufficient funds to complete the transaction;
 - The transaction would exceed the credit limit of your credit card;
 - You have not provided us with the correct account information to process your payment accurately;
 - Your payment account or credit card does not otherwise permit the transaction to be executed; or
 - Circumstances beyond our control, such as but not limited to fire, flood, acts of war, terrorism or the other interference from an outside force, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
7. If all or part of any scheduled payment is late, we may charge a late fee of \$10 plus an additional fee to cover any costs incurred due to insufficient funds. IF THE MEMBERSHIP ACCOUNT BECOMES DELINQUENT, THIS ACCOUNT MAY BE REFERRED TO COLLECTIONS AND BUYER AGREES TO PAY ALL REASONABLE COLLECTIONS, AGENCY FEES, AND LEGAL COSTS INCURRED.
8. For purposes of identification, billing, and notice you agree to provide us with current, accurate, complete and updated information including your name, address, email, telephone number and applicable payment data. You agree to notify us promptly of any changes to your membership information.

SERVICE CANCELLATION POLICIES AND PROCEDURES

9. You may cancel any appointment that you have scheduled without charge so long as you notify us within 24-hours prior to your appointment. If you do not show for your appointment and fail to cancel within 24-hours' notice prior to your appointment, we reserve the right to charge you the full-service price, plus a 20% gratuity to be paid to the service professional OR remove the Membership Benefit connected to such service, if any, from your membership package, plus charge you a 20% gratuity to be paid to the service professional (each a "No Show Remedy"). Additionally, if you are more than 15-minutes late to your appointment, we reserve the right to cancel your appointment and apply either No Show Remedy.

FREEZE, CANCEL OR TERMINATE YOUR MEMBERSHIP

10. **Freeze.** You may freeze your TGP membership at any time pursuant to the following terms: (i) you must provide written notice to the TGP Club within ten days before your next scheduled Dues Payment Date; (ii) a \$10 monthly freeze fee will be charged to your account; (iii) you shall not accrue or use your Membership Benefits while your TGP membership is frozen; (iv) freeze period may not exceed three consecutive months; and (v) you may not freeze your TGP membership for more than three months total during a twelve month period. To freeze your TGP membership, go to <http://thegentsplace.com/freeze>, and follow the simple steps.

11. **Cancellation During Initial Term.** You may cancel this Agreement at any time upon written notice to the TGP Club without penalty. To cancel your TGP membership, go to <http://thegentsplace.com/cancel>, and follow the simple steps. To avoid any subsequent Dues after cancellation, you must complete the cancellation steps prior to ten days before your next scheduled Dues Payment Date. If cancellation is within ten days from your next scheduled Dues payment, you may be charged a final Dues Payment Date. All Dues are nonrefundable.

12. **Termination of your Membership.** We reserve the right to terminate your membership, deny renewal, or re-enrollment for an indeterminate amount of time if you breach the terms of this Agreement, if this TGP Club permanently ceases to operate, or at our sole discretion.

DISCLAIMER OF LIABILITY

13. We hire only licensed or registered Cosmetologists, Barbers and Nail Technicians (“Professionals”). If you would like to see a Professional’s license or registration, please contact management with your request. Additionally, if you have any questions, comments, or complaints about your Professional or services, please bring this to our attention immediately. Inappropriate behavior from members, guests, Professionals or any employee will not be tolerated in any manner. We request that all complaints be submitted to management immediately for appropriate action. It is your responsibility to inform the professional of any pre-existing conditions, limitations, or specific sensitivities and to inform your Professional if you feel any discomfort during the service. YOU UNDERSTAND AND VOLUNTARILY ACCEPT ANY RISKS ASSOCIATED WITH YOUR SERVICES, CONSUMPTION OF ALCOHOL AT ANY TGP CLUB, OR ANY USE OF OUR FACILITIES. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT WE AND TGP FRANCHISING, LLC AND ALL OF OUR AND THEIR AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU RESULTING FROM NEGLIGENCE AND OTHER ACTS OF THE TGP CLUB, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, OWNERS, PARTNERS, OR AFFILIATES.

OTHER PROVISIONS

14. You acknowledge that each TGP Club is independently owned and operated by an individual or entity licensed to do business as The Gents Place.

15. This Agreement constitutes the entire agreement between you and us. Except as expressly provided to us herein, this Agreement cannot be amended except in writing executed by both parties. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

16. We may delay enforcing any of our rights without losing them. We can enforce this Agreement against your heirs and legal representatives.

17. We are not responsible for loss or theft of personal property.

18. We may assign or transfer this Agreement or any of our rights under this Agreement without notice to you, except as otherwise required by law. Your rights or obligations under this Agreement cannot be assigned, gifted or transferred by you to anyone else without our prior written consent.

19. ARBITRATION.

YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ONLINE SERVICE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, licensor, franchisor, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms of the may be obtained and Claims made may be filed at American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, 800-778-7879, www.adr.org. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitrator administrator within the federal district in which you reside at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

20. NOTICE

YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD OPERATING DAY AFTER MAKING YOUR MEMBERSHIP PAYMENT. IF YOU CHOOSE TO CANCEL THIS AGREEMENT, YOU MUST GO TO [HTTP://THEGENTSPLACE.COM/CANCEL](http://THEGENTSPLACE.COM/CANCEL), AND FOLLOW THE SIMPLE STEPS.

IF YOU CANCEL THIS AGREEMENT WITHIN THE THREE-DAY PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY LESS A FEE EQUAL TO THE VALUE OF ANY SERVICES RECEIVED. IF THE THIRD OPERATING DAY FALLS ON A SUNDAY OR A HOLIDAY, NOTICE IS TIMELY GIVEN IF MAILED OR DELIVERED AS SPECIFIED IN THIS NOTICE ON THE NEXT OPERATING DAY. REFUNDS MUST BE MADE WITHIN THIRTY OPERATING DAYS OF RECEIPT OF THE CANCELLATION NOTICE BY THE TGP CLUB. "OPERATING DAY" MEANS ANY DAY ON WHICH PATRONS MAY INSPECT AND USE THE FACILITIES AND SERVICES OF THE TGP CLUB DURING A PERIOD OF AT LEAST EIGHT HOURS.

YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS AGREEMENT BEFORE SIGNING IT

IN WITNESS, WHEREOF, the party/parties have executed this Agreement as of the date set forth below. All persons signing this contract are equally responsible for paying it in full.

MEMBER'S SIGNATURE: _____

MEMBER'S PRINTED NAME: _____

DATE: _____

If Buyer is different than the Member:

BUYER'S SIGNATURE: _____

BUYER'S PRINTED NAME: _____

DATE: _____

BUYER BILLING ADDRESS: _____ **CITY/STATE:** _____ **ZIP:** _____

PHONE: _____ **EMAIL:** _____