



# Membership Options

GOLD \$35 per month for unlimited haircuts each month;  
SILVER \$27 per month for a total of three haircuts per month; or  
BRONZE \$18 per month for a total of two haircuts per month.

# Membership Agreement Terms and Conditions

## **1. NOTE TO YOU, THE MEMBER.**

Do not sign this Membership Agreement until you have read it. You are entitled to a copy of this Membership Agreement.

## **2. NON-TRANSFERABLE.**

With respect to you, the member, and except as provided below, this Membership Agreement is non-transferable, non-assignable, non-refundable, non-terminable and non-cancelable.

## **3. AUTOMATIC RENEWAL.**

You agree and understand that this membership agreement shall renew automatically every month. The membership will renew each month on the day you first signed up for the membership. Therefore if you signed up on the 4<sup>th</sup> of the month your renewal will be each month on the 4<sup>th</sup>. Any unused haircuts from the prior month will not carryover to the following month. You may opt out of such automatic renewal and cancel this Membership Agreement by providing written notice to Yes We Do Family Hair Center no later than 7 days before your anniversary date. The anniversary date is again the date you originally signed up for the membership. As long as you cancel seven days before the anniversary date you will not be charged another month. If you don't give seven days notice you will be charged one additional month.

#### **4. PAYMENT AUTHORIZATION; EFT REINSTATEMENT FEE; DEFAULT.**

You agree that Yes We Do Family Hair Center may initiate automatic withdrawals for your membership fee from the specified financial institution or account indicated above and that such automatic withdrawals will remain in effect throughout the term of your membership. Any payment returned by the administering financial institution for any reason is subject to a reinstatement fee of \$100.00. Such fee will be drafted from the same institution unless contrary written notice is provided to Yes We Do Family Hair Center. Revocation of your authorization during the term of your membership constitutes a default of this Membership Agreement. Upon default and without notice, Yes We Do Family Hair Center may (a) terminate your membership, (b) demand payment in full of your remaining payment obligation under this Membership Agreement and (c) demand, as liquidated damages, an additional payment equal to your monthly membership fee. Further, in the event of default, you agree to pay all applicable collection costs, including but not limited to, Collection Agency fees, attorneys' fees, and court costs. Any forbearance or failure or delay by Yes We Do Family Hair Center to exercise any right, power or remedy under this Membership Agreement shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any such right, power or remedy shall not preclude the further exercise thereof; and every right, power or remedy of Yes We Do Family Hair Center shall continue in full force and effect until such right, power or remedy is waived specifically by an instrument in writing executed by Yes We Do Family Hair Center.

#### **5. YES WE DO FAMILY HAIR CENTER RULES.**

By signing this Membership Agreement, you agree to abide by all rules and regulations that are adopted from time to time by Yes We Do Family Hair Center.

#### **6. ENTIRE AGREEMENT.**

This Membership Agreement represents the entire agreement between the parties. No other agreements, arrangements, contracts, representations, or understandings between the parties exist with respect to this Membership Agreement's subject matter.

#### **7. ARBITRATION.**

Any dispute or controversy arising with respect to this Membership Agreement, other than an action for an injunction or for specific performance, shall be settled by arbitration in accordance with the rules of the American Arbitration Association in El Paso, Texas. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof, and the parties consent to the jurisdiction of the El Paso, Texas courts for these purposes. The parties may pursue all other remedies with respect to any claim not subject to arbitration. The losing party shall pay all costs and expenses of arbitration. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. Any party who fails to submit to binding arbitration following a lawful demand by the opposing party will bear all costs and expenses the opposing party incurs in compelling arbitration. Arbitration may be demanded at any time and may be compelled by summary proceedings in court.

**8. BINDING EFFECT; SEVERABILITY; CHOICE OF LAW.**

This Membership Agreement shall inure to the benefit of and be enforceable against the heirs, devisees, successors, assigns, and representatives of each party. Should any provision of this Membership Agreement be deemed void, unenforceable, or otherwise invalid, it is the intent of the parties that the remainder remain fully valid and enforceable.

**9. GOVERNING LAW.**

The interpretation and performance of this Membership Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements to be performed wholly within this state. I HEREBY ACKNOWLEDGE THAT ALL INFORMATION PROVIDED BY ME IN THIS MEMBERSHIP AGREEMENT IS ACCURATE, THAT I HAVE READ AND UNDERSTOOD THIS MEMBERSHIP AGREEMENT IN ITS ENTIRETY PRIOR TO SIGNING, THAT I AGREE TO ALL THE TERMS AND CONDITIONS OF THIS MEMBERSHIP AGREEMENT, AND THAT I AM LEGALLY BOUND BY ITS CONTENTS.