

CARMEL SALT CAVES

CARMEL FAB 40 MEMBERSHIP AGREEMENT State of Indiana

This Membership Agreement (“Agreement”) is entered into between Carmel Salt Caves & Spa, LLC (“Company”) and the undersigned Member (“Member”) as of the date of execution.

1. Term

Member agrees to a twelve (12) month commitment beginning on the Effective Date. Membership automatically terminates at the conclusion of the twelve-month term unless renewed by mutual agreement.

2. Membership Fee

Member agrees to pay:

- \$299 per month, billed automatically to the payment method on file; OR
- \$3,500 paid in full at the time of enrollment.

Monthly memberships require valid autopay authorization. Membership fees are non-refundable.

3. Membership Benefits

Membership includes:

- Up to two (2) services per week
- Services reset weekly and do not roll over
- One weekly service may be used for a guest
- Priority booking privileges
- Invitation to member-only events

Membership provides access to scheduled services and does not guarantee private or exclusive sessions.

4. Cancellations & Missed Appointments

A minimum of twenty-four (24) hours’ notice is required to cancel or reschedule an appointment. Failure to provide proper notice will result in forfeiture of that session.

5. Freeze Policy

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Member may request one (1) temporary freeze per membership year for up to thirty (30) consecutive days. Freeze periods extend the twelve-month completion timeline.

6. REDSkye Mask Incentive

Members who complete twelve (12) consecutive months in good standing shall receive one (1) REDSkye red light therapy mask.

Members who select the annual paid-in-full option shall receive the mask upon enrollment.

Failure to complete the twelve-month term results in forfeiture of mask eligibility.

7. Non-Transferability

Membership benefits are non-transferable and may not be sold, assigned, or shared except as expressly permitted herein.

8. Assumption of Risk

Member acknowledges that wellness services provided by Carmel Salt Caves & Spa are not medical treatments and are not intended to diagnose, treat, cure, or prevent any disease. Member agrees to follow all posted guidelines and staff instructions.

9. Limitation of Liability

To the fullest extent permitted under Indiana law, Member agrees that Carmel Salt Caves & Spa, LLC shall not be liable for any indirect, incidental, or consequential damages arising from participation in membership services.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

11. Payment Authorization (ACH / Card Autopay)

Member authorizes Carmel Salt Caves & Spa, LLC to initiate recurring electronic payments for membership dues in the amount of \$299 per month (or the agreed annual amount of \$3,500) from the debit/credit card or bank account provided at enrollment.

If ACH (bank draft) is selected, Member authorizes the Company to initiate electronic debit entries in accordance with the rules of the National Automated Clearing House Association

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(NACHA). Member further authorizes the Company to initiate correcting entries as necessary to adjust any errors.

Monthly dues will be processed on the same calendar day each month corresponding to the enrollment date unless otherwise agreed in writing.

Member agrees to maintain valid payment information on file at all times. If a payment is declined or returned for any reason, Member authorizes the Company to reattempt payment. A returned payment fee of \$35.00 may be assessed.

This authorization shall remain in effect for the duration of the membership term and may only be revoked upon written notice received at least ten (10) business days prior to the next scheduled billing date. Revocation of payment authorization does not terminate the membership agreement or relieve Member of financial obligations under this Agreement.

12. Early Termination

This Membership Agreement is a twelve (12) month commitment. Member may request early termination in writing; however, early termination does not relieve Member of financial obligations under this Agreement.

If Member elects to terminate prior to completion of the twelve-month term, Member agrees to pay an early termination fee equal to the lesser of:

- (a) the remaining balance due under the Agreement; or
- (b) two (2) months of membership dues.

The early termination fee shall be due immediately upon notice of termination.

Any Member who terminates early forfeits eligibility for the REDSkye mask incentive.

No refunds will be issued for membership fees already paid.

13. Medical Hardship Exception

The Company may, at its sole discretion, waive or modify the early termination fee in cases of documented medical hardship that prevent the Member from safely participating in services.

To qualify, Member must provide written notice along with documentation from a licensed medical provider stating that participation in services is medically contraindicated.

If approved, the Company may:

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- (a) terminate the Agreement without further obligation;
- (b) convert the remaining term to a non-active status for a defined period; or
- (c) apply other reasonable accommodation as determined by the Company.

The REDSkye mask incentive will be forfeited if the twelve-month term is not completed, unless otherwise approved in writing by the Company.

All decisions regarding hardship exceptions are final and made at the sole discretion of Carmel Salt Caves & Spa, LLC.

Member Name: _____

Signature: _____

Date: _____