

Tree of Life Wellness Center, Inc.



# *InControl* Weight loss™ Contract

Name \_\_\_\_\_ Date \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

This is a 3 Month program (total of 6 meetings) intended to help individuals find solutions with over weight related problems. Biweekly meetings will take place Tuesday evenings 7:15-8:15 pm. Tree of Life reserves the right to modify program scheduling as needed. The cost for the entire 3 month InControl Weight loss program is \$200.00. The InControl Weight loss program will include information and hypnosis for dietary, exercise, and motivation.

I understand and agree to all the terms, rules and regulations stated below in this agreement and accept full responsibility. I accept a copy of this contract as an official receipt. I understand that the initial start date of contract begins as of dated signature.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Payment: **\$200**

Session #1 Date Begins: 10-02-07

Discount \_\_\_\_\_

Payment Total \_\_\_\_\_ Cash / Visa / MasterCard / Check# \_\_\_\_\_

### TERMS, RULES & REGULATIONS

This agreement is made and entered into on the date of this submission & expires 3 months from this date. This agreement is by and between Tree of Life Wellness Center, Inc. 1460 Fall River Ave. #6 Seekonk, MA, 02771 herein referred to as Tree of Life and the Person listed above herein referred to as CLIENT. Client agrees to pay a total of \$200.00 in advance from the date of this contract and follow the terms and conditions stated under this agreement.

1. **HEALTH WARRANTY:** CLIENT warrants and represents to be in good physical condition and fully able to participate in activities and dietary programming. CLIENT warrants that any physical conditions or disabilities that they have has been stated to Tree of Life in writing before participation in activities and dietary programming. CLIENT warrants that they are aware that Tree of Life recommends a medical examination and attains permission from their medical physician before participation in fitness or dietary programming.

2. **LIABILITY WAIVER:** CLIENT assumes all responsibility for any injuries or damages resulting from participation in any and all activities and dietary programming of the InControl Weight loss program. CLIENT does hereby and forever release Tree of Life, its owners, employees and agents from all claims, demands, damages, rights or causes of action, present or future, anticipated or unanticipated, resulting from or arising out of CLIENT's, participation and/or intended use of the InControl Weight loss program.
3. CLIENT agrees that all photographs/videos/recordings taken or given for the InControl Weight loss program by Tree of Life remain the property of Tree of Life and cannot be duplicated/copied without Tree of Life's permission and can be used by Tree of Life in any advertising or marketing campaign, including but not limited to the world wide web (internet), television, radio, publications or any other usage Tree of Life deems necessary.
4. **REFUNDS AND CANCELLATIONS:** FULL payment is required upon signing of agreement and is non-refundable unless agreement is cancelled within 3 business days after signed contract is received by Tree of Life, by giving written notice in person or by certified mail. If CLIENT cancels the agreement within this time period, all monies paid in accordance with this agreement will be refunded to CLIENT. Otherwise, agreement can only be cancelled for extreme medical condition or illness that prevents participation for a month or more (requires medical doctor's verification of condition) or relocation of 25 miles or more from the Tree of Life Wellness center. In the event of cancellation, a refund of unused time left on agreement, less final month's payment will be given. To receive refund, CLIENT must provide 30 days written notice to Tree of Life along with a medical note from Doctor explaining condition or in the case of relocation, 30 days written notice must be provided to Tree of Life along with proof of relocation such as a copy of mortgage, lease or driver's license.
5. We are not required to carry a performance bond under the law because we do not accept more than three months' payment in advance or charge initiation fees over \$200.
6. Tree of Life reserves the right to terminate a CLIENT's contract for reasonable cause.

Tree of Life Wellness Center, Inc.  
1460 Fall River Ave., #6, Seekonk, MA., 02771  
508-336-4242