



## Vibrant Med Spa Weight Loss & Wellness Membership Agreement

This Membership Agreement (“Agreement”) is entered into between Vibrant Med Spa (VMS), located at 1101 Satellite View, Suite 502, Round Rock, TX 78665 (“VMS”), and the undersigned client (“Member”). By enrolling in the Weight Loss & Wellness Membership, Member agrees to the terms outlined below.

### 1. PROGRAM OVERVIEW

- The Weight Loss & Wellness Membership provides a physician-guided program for medical weight management.
- Membership Fee: \$200/month (billed automatically).
- Enrollment begins on the date of the initial consultation if the client chooses to move forward after the telehealth visit, at which time the initial membership fee is collected. This fee covers consultation, medical clearance, treatment planning, and access to monthly check-ins, and is non-refundable.
- If the client pre-purchases the membership before the initial appointment date, the original purchase date marks the beginning of enrollment.
- Medication: Additional cost, quoted during consultation (no hidden markups).
- Minimum commitment: three (3) months.

### 2. WHAT’S INCLUDED

- Monthly medical check-ins (virtual or in-person).
- Customized treatment plan
- Transparent medication pricing, discussed before prescribing.
- Access to preferred pricing on GLP-1 and GLP-1/GIP medications through Vibrant Med Spa’s partner pharmacy network (medication costs are additional and vary by dose and formulation; members may elect to fill prescriptions at another licensed pharmacy if they prefer).

#### **Member Perks:**

- \$1 off per unit of neuromodulators (“Tox”: Botox, Dysport, Jeuveau)
- 10% off regularly priced body contouring, hair restoration, and sexual wellness packages
- Free shipping on medication & supplies delivered right to your home (if you choose our partner pharmacy)
- Automatic entry into quarterly prize drawings (2 Entries)
- Exclusive periodic members-only promotions.

### 3. MEDICATION & LAB WORK TERMS

- Medications will be prescribed only when medically appropriate after consultation, telehealth clearance, review of lab work (unless waived), and treatment approval issued per the medical director's protocol.
- Access to FDA-approved GLP-1 and GLP-1/GIP medications (such as Semaglutide and Tirzepatide) is provided when clinically appropriate.
- If compounded medications are recommended, they will comply with Section 503A of the Federal Food, Drug, and Cosmetic Act.
- Medication costs vary based on dosage and formulation. Members will receive transparent pricing at the consultation.
- Members may use the pharmacy for which Vibrant Med Spa has preferred pricing (Vibrant Med Spa does not mark up the medication cost) or choose their own pharmacy.
- The pharmacy may change the prices at any time without notice. This is out of our control. You'll be notified should this occur via email.
- Vibrant Med Spa reserves the right to switch to a different pharmacy. You will receive a notification via email with transparent pricing information if this happens.
- Monthly appointments are required to continue medication refills.
- Payment for medication is due before it's ordered unless the client chooses to purchase the medication elsewhere.
- Prescriptions will not be written for delinquent accounts.
- Baseline and periodic lab work (every 6 months) is highly recommended. If you choose not to complete lab work or begin treatment before results are reviewed, you must sign an Informed Consent Waiver. Vibrant Med Spa does not cover lab costs, though discounted rates are available at Any Lab Test Now! for members.

### 4. COMMITMENT & BILLING

- Monthly fees will be charged automatically to the card on file on or around the enrollment date.
- **AUTO-RENEWAL DISCLOSURE: After the initial 3-month minimum commitment, your membership will AUTOMATICALLY RENEW on a month-to-month basis. Your card on file will continue to be charged until you provide a valid cancellation notice at least 30 days before your next billing date. You may cancel by email, text, or through your patient portal. By signing this Agreement, you acknowledge and agree to this automatic renewal.**
- You may request to change the payment date at any time, though if it goes beyond 30 days of your original monthly charge date, the membership is subject to cancellation.
- You may change the payment method in your patient portal or by calling VMS. Please do not submit credit/debit card information in writing.
- If the payment is declined, you will be notified by email and text. VMS will make 2 attempts to process the payment with the card on file, approximately 5-7 days after the first (second if applicable) payment is declined.
- If the payment is still not received 30 days from the initial charge attempt, VMS will consider the account in default and reserve the right to cancel the membership without notice.

- Memberships in default within the first 3 months are subject to the \$250 early termination fee charged to the card on file unless other payment arrangements are made with VMS.
- If the 3rd monthly payment is declined and the account is not brought current within 30 days, a \$250 termination fee will be charged.
- VMS reserves the right to refuse to restart memberships that have been canceled more than twice due to insufficient funds.
- Medication will not be ordered or prescriptions written if the account is delinquent.
- Vibrant Med Spa Gift Cards or account credits may not be applied toward medication COSTS.

## 5. CANCELLATION & REFUND POLICY

- **NOTICE OF CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT. IF YOU CANCEL, ANY PAYMENTS MADE UNDER THIS CONTRACT WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT OF YOUR CANCELLATION NOTICE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED. TO CANCEL, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO VIBRANT MED SPA, 1101 SATELLITE VIEW, SUITE 502, ROUND ROCK, TX 78665, NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY. YOU MAY ALSO CANCEL BY EMAILING [INFO@VIBRANTMEDSPA.COM](mailto:INFO@VIBRANTMEDSPA.COM) OR THROUGH YOUR PATIENT PORTAL.**
- **NOTE:** The card on file will be charged for discounts or perks associated with the membership between the sign-up and cancellation date. If that payment is declined for any reason, VMS reserves the right to restrict scheduling or access to services until payment is received.
- No refunds will be issued for medication ordered, even if the membership is canceled within the 3-day cancellation period.
- This membership requires a minimum commitment of 3 months.
- **MEDICAL ELIGIBILITY CLAUSE:**  
If the provider/NP/MD determines that the Member is medically ineligible for weight loss medication or treatment, the Member may cancel this Agreement without incurring the three-month minimum commitment or early termination fee. No further monthly fees will be charged following the effective cancellation date. Membership fees already paid remain non-refundable.
- If the client changes their mind (after the 3-day window) and decides not to have the initial consultation, all monthly fees paid will be converted to service account credit, and the membership will be canceled immediately. No perks may be used upon notice of cancellation. If perks were used before cancellation, their value will be deducted from the account credit.
- After the 3-month minimum, cancellations require 30 days' written notice (email, text, or patient portal).
- Cancellations outside the initial 3-day window must be submitted to VMS via **email ([info@vibrantmedspa.com](mailto:info@vibrantmedspa.com)), text (512-716-3900), or through the patient portal.**
- If canceled within the first 3 months (outside the 3-business-day window), a \$250 early termination fee applies and will be charged to the card on file. If that payment is declined for any reason, VMS reserves

the right to restrict scheduling or access to services until the member’s account is brought into good standing, including payment of any outstanding termination fees.

- Members have access to perks 30 days from their last monthly payment.
- Membership fees will still be collected, even if the patient is no longer attending monthly appointments or ordering medication, until the patient notifies Vibrant Med Spa of their desire to cancel as described above.
- Vibrant Med Spa qualifies for exemption from prepaid bonding requirements under Texas Occupations Code §702.252(b)(2) based on over five years in continuous operation and assets exceeding \$50,000.

## 6. GENERAL TERMS

- Member Perks may not be combined with other offers; the best offer applies.
- Members must remain in good financial standing to redeem their benefits.
- Purchases for which perks are applied are non-transferable.

## 7. AMENDMENT CLAUSE

- VMS reserves the right to make changes to this Agreement, including pricing, benefits, and terms.
- Members will receive written notice (via email) and may cancel within 30 days of notice.
- If changes occur during the initial 3-month commitment, the Member may cancel without penalty. No membership fees paid will be refunded.

## 8. ACKNOWLEDGMENT AND ACCEPTANCE

Visit <https://www.vibrantmedspa.com/memberships-and-rewards> for a downloadable version of this agreement. If you have any questions, please contact us before signing this agreement at 512-716-3900 or [info@vibrantmedspa.com](mailto:info@vibrantmedspa.com)

By signing below (or clicking “Accept” in digital format), Member agrees to all terms of this Agreement and authorizes Vibrant Med Spa to charge their account for the Weight Loss & Wellness Membership.

Member Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## DETACHABLE CANCELLATION FORM

### NOTICE OF CANCELLATION

YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT.

You may cancel via:

- Email: [info@vibrantmedspa.com](mailto:info@vibrantmedspa.com)
- Text: 512-716-3900
- Cancel through the patient portal
- By sending this signed and dated cancellation notice to:  
Vibrant Med Spa  
1101 Satellite View, Suite 502  
Round Rock, TX 78665  
(must be postmarked by 10:00 am on the 4th business day following enrollment)

I hereby cancel my Weight Loss & Wellness Membership Agreement.

\_\_\_\_\_  
Member Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_