

SERVICE AGREEMENT

Welcome!

The following Service Agreement (the “**Agreement**”) will clearly communicate our expectations in working together. Please raise any questions you have before signing to make sure we are all on the same page moving forward. Let’s do this!

In exchange for agreeing to work together with Cherrie Martineau DBA Relax All Day, you agree to be bound by the following conditions.

Contractual Terms

1. **Parties.** This Agreement is made between Cherrie Martineau DBA Relax All Day, a S-corporation based in the State of California (“**Relax All Day**”, “**we**”, “**us**”, and “**our**”) and you, the undersigned (electronically or by hand) or person who has clicked “I Agree” to this Agreement (“**you**” and “**your**”).
2. **Our Commitment to You.** We promise to provide you with the following services: massage and energy work, as outlined in Schedule “A” Services (the “**Services**”). The Services are entirely therapeutic and non-sexual in nature.
 - 2.1. **Remote Services.** The Services may include remote or distance energy work and may be done via video technology (e.g. Zoom, FaceTime, or other online video conferencing tool) or phone.
3. **Qualifications.** Relax All Day and its operators may hold the following qualifications and professional certifications related to Relax All Day: Licensed Massage Therapist, Certified Massage Therapist (CMT) and Board Certified in Therapeutic Massage and Bodywork (BCTMB). Relax All Day makes no representations to hold any other qualifications or representations outside of this.
4. **What We Expect of You.** Just as you are investing in us, we are also investing time and energy in you. For you to gain the most from the Services, here is what we expect of you:
 - 4.1. **Time Integrity.** Let’s honor our time. Time integrity and keeping your word is important, as Relax All Day is committed to you. Please arrive on time, honor the length of the Services and the cancellation policy detailed in section 6 below.
 - 4.2. **Ownership.** You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.
 - 4.3. **Commitment.** We expect you to be committed to the Services and play a part in your journey.
 - 4.4. **Communication.** We expect you to be upfront and honest about how your body works, what pains you have and your medical history. We can’t help if we don’t know what you are experiencing!
5. **Term + Termination.** The term of this Agreement will begin on the date of execution by both parties and will continue for the duration of the Services as agreed upon between you and Relax All Day (the “**Term**”).

- 5.1. The Agreement may be terminated by either party at any time by providing 14 days advance written notice to the other party (email or text is fine). However, if you terminate the Agreement before the term is complete, you will be obligated to make all payments as outlined in Schedule “A” Services.
- 5.2. Relax All Day reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined in section 3 above and you will not be entitled to any refunds or any continued working relationship with Relax All Day.
6. **Payment.** Payment details and cost for the Services are outlined in Schedule “A” Services.
7. **Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how we’ve drafted our cancellation and refund policy:
 - 7.1. **Refunds.** All sales are final. Services are non-refundable due to the time constrictions and the inability to book another client for the same time slot.
 - 7.2. **Cancellation Policy.** Please give 24 hours’ notice if you have to cancel an appointment, provided it is in the timeframe of this Agreement. If you cancel with less than 24 hours’ notice, you will be subject to monetary payment equal to that of the missed Services. If the Services were booked via a gift certificate, this will be voided in lieu of the fee.
 - 7.3. **Rescheduling.** Please give 48 hours’ notice if you have to reschedule, provided it is in the timeframe of this Agreement.
8. **Confidentiality.** We operate and grow in a safe space and want you to know that everything shared throughout the Services is strictly confidential. You, on the other hand, are free to share anything you choose to. We may choose to share anonymous information about you for professional or promotional purposes, but confidential or personal information will only be used to complete the Services, except for in the following scenarios:
 - 8.1. To provide any necessary or relevant information to a medical or healthcare professional or entity
 - 8.2. As required by law or court order
 - 8.3. When there is a risk of imminent danger to yourself or others
 - 8.4. Where there is a reasonable suspicion that a child or any vulnerable person is in need of protection.
9. **No Guarantees.** Relax All Day cannot guarantee the success of the Services. We promise to provide you with the opportunity and Services to support you and see you grow, but the success of the Services ultimately depends on you. As such, no guarantees can be made for any particular outcome from our Services.
10. **Ownership of Materials.** All the content that we have provided to you, including but not limited to videos, documents and PDFs, are for your use only and are not to be re-distributed or re-used.
11. **Media Release.** We think you’re awesome and want to show you off! By participating in the Services at Relax All Day, you agree to grant us the irrevocable right to use your image, likeness, photos, video content, audio recordings captured of you on the premises or that you share with us online (via your own or others posting of you) as part of our

online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to such use. Please let us know if you ever want us to stop using an image of you.

12. Waiver. Before the Services can begin, you must sign our Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.

13. Standard Legal Things. Choice of Laws and Venue. This Agreement will be governed exclusively by the laws of the State of California. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of California. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by Relax All Day of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having You click "I Agree," the effect of which will be the same as if we signed this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.

Made it. Excited to do great things!

AGREED and ACCEPTED

Signature

Signature

Relax All Day
Per: Cherrie Martineau

Name: _____

Date: _____

Date: _____

SCHEDULE "A" SERVICES

Massage and Energy Work

Cost USD [Cost of Services]

Duration [Length of Services]

Payment Payments are expected at time of booking the Services / your appointment.

Online Classes

Cost USD [Cost of Services]

Duration [Length of Services]

Payment Payments are expected at time of booking the Services / your appointment.
