### **Terms of Service**

#### 1. Introduction

Welcome to Mobile Massage Studio LLC ("we," "us," "our"). By accessing or using our services, you ("client," "customer," "you") agree to be bound by these Terms of Service ("Terms"). These Terms govern your use of our mobile massage services and outline the responsibilities and obligations of both the client and the massage therapist. Please read these Terms carefully before booking or using our services. If you do not agree to these Terms, please do not use our services.

#### 2. Services Provided

Mobile Massage Studio LLC offers professional massage services delivered to the location of your choice, whether at home, office, or other suitable locations. We provide various types of massages, including but not limited to:

- Deep Tissue Massage
- Swedish Massage
- Sports Massage

The availability of specific massage types may vary, and clients are encouraged to clearly communicate their preferences when booking.

# 3. Client Responsibilities

To ensure a smooth and professional service, clients are expected to meet the following responsibilities:

- Clear Communication: Clients must clearly communicate their preferred massage type (e.g., deep tissue, Swedish, sports) to the therapist. Any special requests or instructions should be communicated during the booking process.
- **Accurate Information:** Clients must provide accurate and complete information, including their address, phone number, and any relevant details. This ensures the therapist arrives at the correct location and can deliver the service efficiently.
- Intake Form: Clients are required to fill out the intake form prior to their appointment. This form is critical for disclosing any health conditions, allergies, medications, or other factors that may affect the massage. Failure to complete this form may result in the inability to provide the service safely.

- Booking and Cancellation Notice: Clients must provide at least 24 hours' notice for booking and canceling appointments. Failure to cancel or reschedule within 24 hours will result in being charged the full price of the scheduled service.
- Punctuality: If a client is running late to their appointment, they will only receive
  the remaining time of the session. If the client is excessively late and there is
  insufficient time for the massage, they will be required to rebook, and no refund
  will be issued for the missed session.
- Respectful Behavior: Clients are expected to respect the massage therapist at all times. Any form of harassment, including but not limited to sexual harassment, will not be tolerated. Clients must refrain from soliciting the therapist for non-professional services.

### 4. Therapist Responsibilities

Massage therapists employed or contracted by Mobile Massage Studio LLC are held to high standards of professionalism and must adhere to the following responsibilities:

- **Punctuality:** Therapists are required to arrive on time for all scheduled appointments. Delays that disrupt the client's service or other appointments are unacceptable.
- **Equipment and Supplies:** Therapists are responsible for bringing all necessary equipment, including massage tables, creams, lotions, linens, and other essential supplies.
- Licensing and Insurance: Therapists must maintain current and valid licenses, as well as liability insurance, in compliance with state laws and industry regulations.
- Professional Conduct: Therapists must maintain a high level of professionalism and respect when entering and working in the client's home or location.
   Inappropriate conduct, especially sexual misconduct, is strictly prohibited. Any violation will result in immediate termination from Mobile Massage Studio LLC.
- **Communication:** Therapists must communicate clearly with clients regarding appointments. In the event of an emergency that prevents a therapist from attending an appointment, they must notify both the client and the company as soon as possible. "No call, no show" behavior from therapists is unacceptable.

## 5. Payment Terms

The payment policy for Mobile Massage Studio LLC is as follows:

- Rates: Clients will be charged an hourly rate between \$90 and \$100 per hour, depending on the type of service requested.
- **Prepayment:** Payment must be made in full at the time of booking to confirm the appointment. This policy helps prevent cancellations and "no shows."
- Accepted Payment Methods: We accept a variety of payment options, including credit and debit cards (Visa, Discover, etc.).

### 6. Refund and Cancellation Policy

Our refund and cancellation policies are designed to protect both clients and therapists:

- Therapist Cancellation: If a therapist is unable to attend a scheduled appointment and cancels at the last minute, we offer the following options:
  - 1. **Rescheduling with Another Therapist:** We will attempt to find another therapist who can provide the service at a different time on the same day.
  - Refund or Rescheduling: If the client does not wish to reschedule or we are unable to accommodate the client's schedule, a full refund will be issued. Alternatively, the client may choose to reschedule for a different day or time.
- Client No-Show: If the therapist arrives at the client's location and the client is not present without prior notice, the appointment will be considered a "no call, no show," and the client will be charged the full price of the service.

#### 7. Prohibited Conduct

Clients must conduct themselves appropriately and professionally at all times. The following behaviors are strictly prohibited:

- **Harassment:** Any form of harassment, including sexual harassment or inappropriate comments, is not tolerated.
- **Solicitation:** Clients are not permitted to solicit therapists for non-professional services.

Violation of these conduct policies may result in the immediate termination of services without refund and legal action where applicable.

## 8. Privacy Policy

Mobile Massage Studio LLC values your privacy. Personal information collected, including details provided on the intake form, will only be used to deliver massage

services and will be kept confidential. We do not share client information with third parties except as required by law. Please refer to our **Privacy Policy** for more details.

### 9. Limitation of Liability

Mobile Massage Studio LLC and its therapists are not liable for any indirect, incidental, or consequential damages arising out of or related to the use of our services. By booking and receiving a massage, clients acknowledge and assume any risks related to their physical condition and the treatment provided.

### 10. Governing Law

These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Any disputes arising under or relating to these Terms shall be subject to the exclusive jurisdiction of the courts located in Sacramento County, California.

#### 11. Modifications to Terms

Mobile Massage Studio LLC reserves the right to update or modify these Terms of Service at any time. Clients will be notified of significant changes. Continued use of our services after changes to the Terms constitutes acceptance of those changes.

#### 12. Contact Information

If you have any questions or concerns about these Terms of Service, please contact us at:

### Mobile Massage Studio LLC

5960 S Land Park Dr, Suite 1049 Sacramento, CA 95822

Phone: 916-245-0309

Email: info@mobilemassageandstudio.com