

TLC Pet Hospital

811 Disk Drive, Suite 8
Rapid City, SD 57701
(605)-348-9399

Wellness Plan Health Care Agreement

Start Date: {TodaysDate}
Discount: 10%
Subscriber: {ClientNameInformal}

YOUR WELLNESS PLAN INCLUDES ALL OF THE SERVICES LISTED ON THE PREVIOUS PAGE FOR THE ONE YEAR PERIOD DESCRIBED ON THE PREVIOUS PAGE. IT DOES NOT INCLUDE ANY SERVICES NOT SPECIFICALLY LISTED THERE, ANY SERVICES PROVIDED BY ANYONE OTHER THAN PROVIDER, OR ANY FEES FOR SERVICES RECOMMENDED AS A RESULT OF ILLNESS OR ACCIDENTAL INJURY. FEES FOR SUCH SERVICES WILL BE DETERMINED BETWEEN THE PARTIES IN ACCORDANCE WITH THE FEE SCHEDULE IN EFFECT AT THE TIME AND MUST BE PAID AT THE TIME SERVICES ARE RENDERED.

Additional Terms and Conditions:

1. This agreement is not transferable or assignable and applies only to the Patient designated above while owned by Subscriber. Subscriber may obtain care for Patient under this agreement only at the hospital designated above. Either Provider or Subscriber may cancel this agreement at any time. If Subscriber chooses to cancel the wellness plan, for any reason (including but not limited to death or disposal of Patient), whether before or after Provider has rendered services, Provider shall be entitled to retain the entire membership fee. Provider shall also be entitled to retain or recover from Subscriber all monthly installments that have become due, including the installment for the month in which cancellation occurs. If the total amount of services rendered by Provider prior to cancellation. (Valued at Provider's full retail prices.) exceed the sum of monthly installments retained or recovered by Provider, Subscriber shall be obligated to do one of the following, as selected by the Subscriber: (a) immediately pay for services in excess of the payments received; or (b) immediately pay in full the remaining monthly installments for the remainder of the Wellness Plan term year then in effect; or (c) continue making all of the remaining instalments for the term then in effect as such installments come due. If Subscriber has paid the full annual fee in advance. upon cancellation by Subscriber, Provider will refund the monthly installments for the remaining months after the month in which cancellation occurs, less the excess, if any, of the services rendered by Provider before cancellation, valued at Provider's full retail prices, less the total amount of monthly installments that Subscriber would have been required to pay through the month in which cancellation occurs. If Subscriber performs all his or her obligations and Provider cancels the agreement, all monthly or annual fees Subscriber has paid for the current term year will be refunded in full, less Provider's full retail charges for any services rendered before cancellation. In no other cases will any amount paid by Subscriber be refunded upon cancellation.
2. This agreement will be effective for the one year period stated above and will be automatically renewed for subsequent periods of one year each unless and until Subscriber or Provider terminates this agreement as of the end of any term year by written notice to the other party given no less than 30 days prior to the automatic renewal date. Upon renewal, no membership fee will be charged unless Subscriber transfers to a different plan. In which case a membership fee may be charged.
3. The Provider reserves the right to adjust monthly fees and services at any anniversary date or to cease at any time to provide wellness plans.
4. The following items or services are NOT covered by this agreement:
 - a) Services and/or products purchased from any other location or facility..
 - b) Services rendered by specialists to whom Patient is referred by the Provider.
 - c) Services at any institution or hospital, other than the Provider, or services by veterinarians not employed by the Provider.
5. The discount listed above applies to all services and products purchased from Provider for this Patient during the term of this agreement.
6. Subscriber understands that besides the unlimited free checkups, all services will be provided to Patient during scheduled "drop-offs" when the Patient will be left by Subscriber at the hospital for an agreed upon time of at least 4 hours and which will generally not be on holidays or weekends. Provider will make all reasonable efforts to make "drop-off and pickup times convenient to Subscriber during regular business hours.
7. Installment payments can either be billed directly to your credit card or paid at the hospital. An overdraft and reprocessing fee of \$20.00 will be billed to Subscriber on returned/dishonored checks/charges. Subscriber is responsible for notifying Provider of any change in account setups for billing. In the event Subscriber fails to pay any installment within 30 days of its due date, Provider may immediately terminate this agreement and declare all fees and remaining monthly installments for the then current term year to be immediately due and payable. If Provider permits Subscriber to restart the program after termination under this section, a new application and membership fee will be required unless special arrangements are made and agreed to in advance.
8. In the event that cancellation of this agreement for any reason results in monies due to either the Subscriber or Provider, such monies shall be paid in full within 30 days of cancellation. If either party fails to make payment when due under this agreement, that party shall pay the other party's collection costs. Whether or not a legal action is commenced. In the event of any legal proceeding (including appeals), the prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney's fees as determined by the court.

Hospital Representative

Date

Subscriber

Date