



2004 MAHOGANY STREET
MORA, MN 55051
320.679.4197

Petly Plans Health Care Agreement

<u>Subscriber Information</u>	<u>Pet & Agreement Information</u>	<u>Agreement Fees</u>
Subscriber: Subscriber ID: Address:	Pet Name: Pet ID: Start Date: Discount: 0 %	Membership: \$64.95 Multi-Pet Discount: Monthly: : Additional: Total Monthly: Due Today: <i>Additional admin fees may apply (see below)</i>

The Subscriber, named above, agrees to purchase this Petly Plans ("Plan") from East Central Veterinarians, Mora MN ("Hospital") for the Pet identified above. In consideration of the mutual promises and covenants set forth herein, and for other good and valid consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereby agree to provisions, terms, and conditions as provided herein. The Plan consists of discounted Pet Health Services. **The Subscriber acknowledges that the Plan is intended for preventative care use only and is in no way to be considered pet health insurance or indemnity property insurance.** The Subscriber agrees to pay the Hospital the **non-refundable membership fee** and the monthly installments provided above for the full term of this Agreement, including any renewal, except as provided by the Termination and Cancellation provisions. The Pet Health Services under the Plan are to be provided within twelve (12) months of the Start Date listed above ("Plan Period"), or within twelve (12) months of any subsequent Renewal Date. Any Pet Health Services not used during a Plan Period do not carry over to any subsequent Plan Period. The Subscriber may purchase another Plan for the next year with no membership fee as described on page 2 of this Agreement.

Restrictions

- An additional admin user fee may apply to each processed transaction.
- Plan is non-transferable.
- Plan cannot be applied to past visits.
- An appointment must be scheduled for services to be used.
- Additional fees apply at time of spay if patient is in heat or pregnant and/or older than 12 months of age.

Subscriber Initials: _____ Hospital Representative Initials: _____

ADDITIONAL TERMS AND CONDITIONS:

1. **General.** This Agreement is not transferable or assignable and applies only to the Pet identified above while owned by the Subscriber. Multiple pet families may be required to have similar pets identified by microchip and to have all participating pets identified by microchip to be covered under this plan.
2. **Payments.** The installments must be paid monthly, unless other arrangements are made with Hospital in writing and signed by both Hospital and Subscriber.
3. **Cancellation.** Either Hospital or Subscriber may cancel this agreement at any time. If Subscriber performs all of his or her obligations and Hospital cancels this agreement, all the fees Subscriber has paid for the current term year will be refunded in full, less Hospital's undiscounted standard charges for any services rendered prior to cancellation. If the Subscriber cancels at any time before services are rendered, this Agreement will be cancelled. If Subscriber cancels for any reason (including Pet loss, death, or transfer of ownership) after any services have been rendered, Hospital shall be entitled to retain or recover from Subscriber all monthly payments paid or due, including the month of cancellation. If cancellation occurs after services are rendered and the undiscounted value of services provided exceeds the installments paid to Hospital, then Subscriber shall either: (i) immediately pay for fees exceeding installments paid, or (ii) pay the total remaining Plan Period monthly installments. Said remaining monthly installments can be paid monthly as they are due or they can be paid immediately. Notice of cancellation by Subscriber must be provided to Hospital in writing no less than thirty (30) days prior to the desired cancellation date. During the first 72 hours of the initial Plan Period, either party may cancel the plan for any reason without penalty.
4. **Renewal.** This Agreement will be effective for the Plan Period stated above and will be automatically renewed for subsequent periods of one (1) year each unless and until Subscriber or Hospital terminates this Agreement. The Renewal Date is one (1) year from the Start Date or one (1) year from any previous Renewal Date. Upon renewal, no membership fee will be charged. Termination under this section requires the terminating party to provide the other party with a written notice of termination more than thirty (30) days before the automatic Renewal Date. Any renewal of an existing plan will not require new plan documents to be effective. Payments under the renewed Plan shall be automatic and in the same manner and on the same date as the original plan. If the payment method is changed by the subscriber after the agreement has been signed, it is understood the signature on the original agreement will cover the new payment method.
5. **Initial Membership Fee Exceptions.** Initial Membership Fee Exceptions. If the Plan has been Terminated or Cancelled as provided for in Sections 3, 4, or 11 and the Subscriber, within thirty (30) days of Cancellation or Termination, desires to create a new Plan, then the Hospital, in its sole and absolute discretion, may waive the Initial Membership Fee.
6. **Changes to Plan.** The Hospital reserves the right to adjust the monthly fees, services, and terms and conditions of this Agreement at any Renewal Date. If any changes are to be made to this Agreement, then Hospital shall give Subscriber notice, such as a posting within the hospital, thirty (30) or more days prior to the effective date of such changes. Subscriber may upgrade the Plan at any time without incurring any Membership Fee. An upgraded Plan is considered a new Plan for the purposes of the included services. If the Subscriber elects to upgrade the Plan and services have been used under the current Plan, the Hospital reserves the right to have the Subscriber pay the difference between the two Plans in full prior to the upgrade. The Plan Period will remain the same as the original Plan Period.
7. **Early Services.** At the sole discretion of the provider, if the Subscriber desires to have Pet Health Services provided at any time prior to renewal for a subsequent Plan Period, then the Subscriber shall renew for the following year and the new Plan Period will reflect the original start month and day. The subscriber remains responsible for all payments remaining on the previous plan and all payments for the new plan. If there is a payment balance due on the previous plan, the payment(s) will remain due on the original payment schedule and the new plan's payments will begin the month following the previous plan end date.
8. **Limitations and Exclusions.** Unless specifically included as part of your Plan, the following items or services are NOT covered by this Agreement:
 - a. Services and/or products provided by Hospital not listed in this agreement, for example in some cases, grooming, boarding and food.
 - b. Services rendered by a specialist to whom Pet is referred to by Hospital.
 - c. Services at any other institution, facility, or clinic, other than Hospital, or services by other veterinarians not employed by Hospital.
9. **Discounts.** The discount listed above applies to eligible Non-Wellness Plan items purchased from the Hospital for the Pet identified in this Agreement. The discount does not apply to any other Pet. The discount does not apply to any products and services described on a list maintained by the Hospital ("Excluded Products & Services"), and this list may be made available to the Subscriber upon its request.
10. **Plan Usage.** Subscriber understands that, at the sole and absolute discretion of the Hospital, Plan Pet Health Services may be provided during a scheduled "drop off" period whereby, at no additional cost to the subscriber, the Pet may be left at the Hospital for an agreed upon period of time to have services performed. The Hospital retains the right to not provide certain routine Plan Pet Health Services on holidays and weekends.
11. **Method of Payment.** Monthly plan payments will be deducted from the Subscriber account listed on this Agreement. The Hospital reserves the right to require two forms of payment, and to stipulate the types of payment method required. If full payment is not collected, Hospital may attempt to reprocess the payment using the primary or alternate payment method if necessary. A \$25.00 overdraft and processing fee may be charged for delinquent payments, along with the monthly payment, and is due to Hospital within ten (10) days from the original draft date. Subscriber must pay the overdue payment and fees to Hospital in the form of certified funds, cash or credit card within the ten (10) day period. In the event Subscriber fails to pay any installment and/or any corresponding overdraft fee within ten (10) days of its due date, Hospital may immediately cancel this agreement and declare all fees and remaining monthly installments for the then current term year to be immediately due and payable. If Subscriber's payment information changes, then Subscriber shall provide Hospital written updated billing information reflecting said change not less than fifteen (15) days prior to the next draft date. If Hospital permits Subscriber to restart the program after cancellation under this section, a new application and Membership Fee will be required unless waived pursuant to Section 5. If you have provided a MasterCard or Visa credit card as a form of payment for your plan, and the credit card number or expiration date changes, it may be automatically updated by your credit card company. This updated credit card information will be used by Hospital for monthly plan payments.
12. **Collection Costs.** In the event that cancellation or termination of this agreement for any reason results in monies owed to either Subscriber or Hospital, such monies shall be paid in full within thirty (30) days of cancellation. If either party fails to make any payment when due under this Agreement, then that party shall pay the other party's collection costs, whether or not litigation is filed. In the event it becomes necessary for either party herein to seek legal means to interpret, enforce or make demand upon the terms of this Agreement, the breaching party shall be liable to the non-breaching party for all expenses incurred by the provider hospital such as labor costs and processing fees and all reasonable attorney fees (including hourly charges for paralegals and other staff members operating under the supervision of an attorney, whether at trial or appeal), incurred in furtherance of resolution of such breach, whether or not litigation is filed, as well as attorney fees on appeal, travel expenses, deposition costs, expert witness expenses and fees, and any other costs of whatever nature and reason necessarily incurred by the prevailing party incident to the prosecution or defense of any action arising from or related to the subject matter of this Agreement, plus costs in all proceedings, trials and appeals.
13. **Co-Subscriber.** If Subscriber's name does not appear on the bank account information provided to Hospital, then the party whose name does appear shall sign this Agreement as a Co-Subscriber. Co-Subscriber shall be jointly and severally liable for the monthly installments. Co-Subscriber agrees to all terms, obligations, and conditions of this Agreement and in exchange Hospital shall owe Co-Subscriber the same duties as owed to Subscriber under this Agreement.

I understand that the Wellness Plan for which I have enrolled is not an insurance policy and is intended for preventative care only. By signing this agreement, I acknowledge that I understand the terms of the contract and that I am financially responsible for all payments and/or services performed.

Subscriber:	Date:	Signature:
Co-Subscriber:	Date:	Signature:
Hospital Representative:		Signature:

INSTALLMENT PAYMENT PLAN

Financial Institution Information & Authorization

<u>Account</u>		<u>Authorization</u>
Account Type:		I, _____, as a duly authorized signatory on the adjacent account, do authorize East Central Veterinarians, Mora MN, the provider, to charge my bank or credit card account monthly in the amount listed on Page 1 of this agreement. I understand that this agreement is for one year and will automatically renew every year unless cancelled by the subscriber in writing within 30 days of the renewal date.
Account Number:		
Expiration Date:		
Name on Account:		
First Debit Date:		