LETTER OF PROTECTION

Clinic Name: Border Therapy Services, LLC ("Provider")

Patient Name: _____ ("Patient")

RECITALS

A. Patient has or will receive rehabilitation services from Provider ("Care") for a liability-related injury ("Injury").
B. Provider is willing to delay collection of amounts owed for the Care provided pending the outcome of litigation or other disputes related to the Injury, subject to this Agreement and credit limits established by the Provider.
C. Patient wishes to grant Provider the authority to file a medical lien for any outstanding balances related to the Care and promises payment in the future rather than being immediately responsible for the balance.
D. Patient understands that while Provider is often willing to wait to collect the Balance until any dispute over the Injury is resolved, Patient remains fully responsible for the full Balance at all times.

Now therefore, Patient acknowledges and agrees to the following:

Patient has received or may receive Care from Provider resulting in a balance due ("Balance"). Patient understands that this amount shall be due and owing regardless of the outcome of any dispute or legal proceeding, and that patient will be fully individually responsible for any balance not paid from a recovery or by a third-party insurance provider. Patient acknowledges Provider has provided Care for the Injury upon the promise of payment. A lien is granted for all charges related to the Care Provider has provided. This lien will apply to proceeds acquired through the exercise of any rights arising from, directly or indirectly, any claim, recovery, judgment, settlement, or adjudication of any claim made by or available to patient against any individual, entity, or insurance company related to or arising from, directly or indirectly, the Injury. Patient agrees that in the event provider is required to enforce this agreement, it may recover reasonable attorney fees and costs and shall be entitled to add finance charges starting from the date of service at the rate of 1.5% per month, even if such finance charges do not appear on any previous billings provided, unless prohibited by law. Patient agrees that, except to the extent limited or prohibited by law, the exclusive forum for patient to resolve any dispute arising from this agreement, directly or indirectly, are the courts having subject matter jurisdiction in Kent County, Michigan. Any action brought by the Provider must be brough in the venue in which the Patient resides or signed this agreement. Patient further instructs patient's attorneys to treat the Balance and related lien as a first lien upon any monies recovered, from whatever source, disclaiming any common fund, and to pay the amount of this Lien in full, without regard to any costs or attorney fees patient may incur. Patient further instructs patient's attorneys to advise Provider as to the existence of any claim asserted on Patient's behalf relating to the Care or Balance, so Provider may seek its own counsel to enforce this Agreement. Patient also expressly authorizes provider to contact Patient's attorney to receive an update on the status of Patient's case or for any other release related to payment of the balance owed. Provider may accelerate the balance due at any time by providing the Patient written notice. These instructions are not revokable and shall apply regardless of whether the state in which Patient receives the Care recognizes a medical lien or does not recognize such a lien, in which case, this Agreement shall still create a promise of payment. This Agreement will be irrevocable unless terminated by Provider in writing. To the extent any provision is determined to be unenforceable, it is my intent the remaining provisions be enforced.

By Signing Below Patient Agrees to the above.

PATIENT SIGNATURE: _____ Date: _____

Patient's Address:

Street Address / Suite: _____

City, State & Zip: _____