

# SampleLocation Wellness Agreement and Authorization

## Member Information

Name: Samuel Hall  
Phone: 9494814601  
Address: 25 Grove Place  
Irvine, CA 92612  
Email: Samuel.Hall@ExtendCredit.com

## Pet Information

Name: Rocky  
Age: 1  
Description: \_\_\_\_\_

## Plan Details

Name of Plan: Adult Dog Wellness Plan  
Payment Method: Bank Account  
Start Date: Feb 01, 2019  
Initial Membership Fee: \$25.00  
Monthly Payment: \$19.53  
Monthly Payment Date: 01

The person listed in the Member Information (the “Member”) agrees to the terms and conditions of this Wellness Plan Agreement and Authorization (the “Agreement”) with SampleLocation (the “Provider”) for the benefit of the pet listed in the Pet Information section above (the “Pet”).

**General:** The Provider shall provide the Member’s Pet the services listed in Appendix A for the chosen plan identified above (the “Plan”).

**Missed Appointments:** Provider reserves the right to charge a missed appointment fee equal to the charges that would apply if this Agreement were not in effect if any scheduled appointment for surgery or other anesthetic procedure is missed without at least 48 hours cancellation notice by Member prior to the scheduled appointment.

**Exclusions:** The following items and services are not included in this Agreement:

1. Services, including office visits and consultations rendered by specialists to whom the Pet is referred by Provider; and
2. Services at any institution, clinic or hospital other than Provider’s hospital.

**Non-Transferrable:** This Agreement and the services provided under it are NOT transferable to any animal other than the one listed above in Animal Information (the “Pet”) or assignable to another person other than Member. This Agreement applies only to the Pet designated above while owned by Member.

**Plan Price and Service Charges:** The initial price of the Plan is the price in effect at the hospital where the Pet is enrolled. The price of any subsequent renewal is the price in effect upon the renewal date. Provider reserves the right to adjust monthly fees, services and the terms and conditions of this Agreement as of the date of any renewal of this Agreement.

**Automatic Renewal:** This Agreement is effective on the start date shown above in Plan Details (the “Start Date”) for an initial term of 12 months (the “Plan Year”) and will automatically renew on the anniversary of the Start Date in each succeeding year for subsequent periods of one year until Member or Provider cancels this Agreement as described in the “Cancellation” section below.

**Early Renewal:** In certain situations, it may be recommended that a Plan renew early if Plan services have already been used that are needed again, but are not available until after renewal. In order to make the needed services available sooner, Plans may be renewed up to 30 days early. When this occurs, Member is responsible for the new renewal Plan Year just as if it had renewed automatically.

**Plan Upgrades and Downgrades:** Member may elect to upgrade or downgrade the level of the current Plan without paying a new membership fee. Upgrades may be made at any time during a Plan Year and will end the existing Plan and create a new Plan at the higher level chosen by the Member. The new Plan will have a new Start Date and will be in effect for a new 12-month term, with automatic renewals on the anniversary of the new Start Date. Plan downgrades may be elected upon renewal at the beginning of a new Plan Year and will create a new Plan with a new Start Date and a new Plan Year as described above for upgrades.

**Payments:** Monthly payment installments will be deducted from Member’s bank account. Member authorizes Provider and its servicer, Veterinary Credit Plans, to debit/charge the account of the Member. Member further agrees to provide updated or replacement account information to Provider at least 30 days prior to any change or closure of the account. An overdraft/re-processing fee of \$25 will be billed to Member for insufficient funds, over limit status or any other reason a payment is unable to be processed based on the account information supplied by Member. Member is responsible for immediately notifying Provider of any changes in billing account information to avoid any payment reprocessing fees.

**Debit Authorization:** You authorize us, or our servicing partner, Veterinary Credit Plans, to initiate debits as deductions from your designated payment card or Bank Deposit Account for payments that come due each period, with regard to the balances due under this Agreement. If your payment date falls on a weekend or holiday, your account will be debited the business day prior to your normal pay date. This Authorization becomes effective at the time you sign this Agreement and will remain in full force and effect until we have received notice of revocation from you and either the obligations under the Agreement are paid in full or a replacement account for the payment card or ACH debits is established. You may revoke this authorization for a debit against your payment card or ACH debit entry to your Account(s) by giving written notice of revocation to us, which must be received by us no later than 3 business days prior to the due date of your agreement. However, if you timely revoke this authorization to effect payment card or ACH debit entries before your obligations under this Agreement are paid in full, you authorize us to prepare and submit one or more payment card or ACH debits drawn on your Account on or after the due date of your agreement. This authorization may not be revoked by you until such time as your obligations under this Agreement are paid in full.

**Cancellation:** Either Provider or Member may cancel this Agreement at any time, but there may be monies due upon cancellation. In the event that cancellation of this Agreement results in monies due from Member, such monies shall be paid in full at the time of cancellation. In the event cancellation results in monies due to Member, such monies will be paid by Provider within 6-8 weeks. If Member cancels this Agreement for any reason within 4 business days of initial enrollment, the initial membership fee and any other fees paid are refundable less the undiscounted retail value of any and all services provided. If Member cancels for any reason after 4 business days **(including but not limited to, the death or loss of Pet or transfer of ownership)**, whether before or after Provider has rendered services, Provider shall be entitled to receive, retain or recover from Member all monthly installments that have previously been paid or that become due prior to cancellation, including the installment for the month in which the cancellation occurs, regardless of the cancellation request date. In addition, upon cancellation prior to the end of the Plan Year, if the total undiscounted retail value of Plan services provided exceeds the sum of monthly installments collected for that Plan Year, Member shall be obligated to do one of the following:

- a) Immediately pay full retail fees for all services provided (with all discounts reversed as if the Plan had not been in effect for the Plan Year) to the extent such fees exceed the total of monthly payments received by Provider; or
- b) Continue making the monthly payments as they become due for each remaining month until the first anniversary of the first day of that Plan Year.

In the event Provider chooses to cancel the Plan except following Member's default, Provider will refund a prorated portion of the initial membership fee (for cancellation in the first Plan Year only) and waive any monthly payments that shall have otherwise become due under the Plan for the month in which cancellation occurs and for all future months in the Plan Year, and Provider shall be discharged from any further obligation to provide services under the Plan.

**Default:** In the event Member fails to pay any monthly installment on or before its due date, Provider has the option to immediately cancel this Agreement or discontinue Plan services and declare all remaining monthly installments for the then current Plan Year to be immediately due and payable. After 30 days, the Member's account may be referred to a collection agency. Collection activity may negatively impact Member's Credit Bureau information. If Provider permits Member to restart a Plan after cancellation under this Section, a new membership fee will be required unless special arrangements are made between the Member and Provider and agreed to in advance in writing.

**Collection Costs:** If the Member fails to make any payment when due under this Agreement, the Member shall pay the Provider's collection costs, whether or not a legal action is commenced. In the event of any legal proceeding (including appeals and bankruptcies), the prevailing party shall be entitled to recover its costs, disbursements and reasonable attorneys' fees as determined by the court.

**Entire Agreement:** This Agreement constitutes the entire agreement between Provider and Member concerning the subject matter hereof. Member warrants that Member has not relied upon any promise or representation not set forth expressly in this Agreement. This Agreement be amended, and provisions of this Agreement may be waived, only by a signed, written agreement.

**Choice of Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Provider's facilities are located, and the courts of that state or commonwealth shall have exclusive jurisdiction over any claim or dispute concerning the interpretation or enforcement of this Agreement. Each party consents and agrees that such courts shall have personal jurisdiction over such party.

**Severability:** If any provision of this Agreement of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**Further Assurances:** As a condition to Provider's obligation to provide services to the Pet under the Plan, the Member shall execute and deliver consents, limitations or waivers of liability, arbitration provisions, or any other documents as Provider may from time to time request of its clients in the normal course.

**Special Service Packages:** A special service package (the "Special Service Package") is added to this Plan, as described in Appendix B. A Special Service Package may only be added to a Plan at the beginning of a Plan Year (new or renewal). Plans containing Special Service Packages may not be upgraded without payment in full for the Special Service Package.

**Incorporation of Other Documents:** The documents if any, that Provider has attached, are incorporated herein and made a part hereof.

By signing below, I agree to the terms and conditions above and in the attached Wellness Plan Agreement and Authorization (together, called this "Agreement"):



Feb 01, 2019

Date

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**Services made available by Provider under this Agreement As Reviewed and Plan Details**

The services provided for in this Agreement are scheduled to be delivered within 12 months of the start of each Plan Year. The first Plan Year begins as of the Start Date noted in this agreement. Services unused in any Plan Year do not carry over to the next Plan Year. Listed services refresh once annually upon renewal and may be changed as the renewal to plan may have changed. Member agrees to pay Provider the initial membership fee and the monthly payments stated above for the full Plan Year, subject to the cancellation and renewal provisions in this Agreement. The attached Wellness Plan Agreement and Authorization is incorporated herein by reference and made part of this Agreement.

## Appendix A

### Services included as part of this plan

Service	Description	Quantity
Wellness Examination	Wellness Examination	2 Visits
5-in-1 DAP/Parvo Vaccine	Core Vaccination Series as Recommended by Your Veterinarian - Includes 5-in-1 (DAP/Parvo), Lepto 4, Bordetella and Rabies	1 Unit
Lepto 4 Vaccine	Core Vaccination Series as Recommended by Your Veterinarian - Includes 5-in-1 (DAP/Parvo), Lepto 4, Bordetella and Rabies	1 Unit
Bordetella Vaccine	Core Vaccination Series as Recommended by Your Veterinarian - Includes 5-in-1 (DAP/Parvo), Lepto 4, Bordetella and Rabies	1 Unit
Rabies Vaccine	Core Vaccination Series as Recommended by Your Veterinarian - Includes 5-in-1 (DAP/Parvo), Lepto 4, Bordetella and Rabies	1 Unit
Heartworm/Lyme Combo Test	Heartworm/Lyme Combo Test	1 Unit
Fecal Test	Fecal Test	1 Unit
Deworming Treatment	Deworming Treatment - Roundworms & Hookworms	1 Unit
Vet Screen & CBC	Vet Screen & Complete Blood Count	1 Unit

### Additional services included as part of this plan

Service	Description	Quantity
Microchip & Registration	Microchip & Lifetime Registration	1 Unit