

Membership Agreement

This Agreement is entered into on _____ / _____ / 200_____ by and between

(Provider) _____

(Address) _____

(Client Name) _____

(Client Address) _____

(Phone Number) _____

(Email Address) _____

1. MONTHLY CHECKING ACCOUNT OR CREDIT CARD WITHDRAWAL

Client / member agrees to allow Provider to withdraw a monthly fee from Clients checking account or credit card account as described on the last page of this agreement. This is a payment option for a membership to the providers office which includes services and benefits to be rendered as defined on the last page of this agreement. **This is not insurance.**

2. CONFIDENTIALITY

Provider will disclose information to third parties about Client's account(s): (a) where it is necessary for completing or reversing debits or credits; (b) in order to comply with government agency or court orders; and / or (c) if Client gives Provider or CHS Life LLC written permission. Personal and financial information provided to Provider by the Client are the property of the Provider and CHS Life LLC for the purpose outlined in this agreement and may not be assigned and / or transferred by the Client to any other person or entity.

3. TERM AND TERMINATION

The initial term of this Agreement shall be one (1) year. Thereafter, the Agreement will be automatically renewed for successive one (1) year terms unless either party gives the other party written notice of its intention not to renew. **In addition, either party shall have the right to terminate this Agreement, with thirty-days written notice given to provider or CHS Life LLC.** Upon termination, all rights and obligations hereunder shall cease except Client's obligation to pay the applicable fees for any services performed by Provider prior to the effective date of termination.

4. ACCUMULATION OF UNITS OF CARE AND / OR OFFICE VISITS

The Client accumulates unused units of care and / or office visits within the initial or renewal agreement period, for use at a future time, at the Provider office indicated above. Accumulated units of care and / or office visits are not refundable at any time during the course of this agreement or upon termination of this agreement. All accumulated units of care and / or office visits expire upon termination of this agreement and cannot be used beyond the termination date by Client or household member.

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Provider will give the Client three months notice of his / her / its intention to retire, sell the business, or move his / her / its practice more than 30 miles from the current location. The provider will make every effort to transfer active agreements to another provider in the same geographic area (30 miles). It is the Client's responsibility to utilize unused accumulated units of care and / or office visits during this three month period. Upon expiration of the three month period unused accumulated units of care and / or office visits are lost and are not redeemable unless the account is transferred or sold to another provider.

Provider shall not be liable for loss of accumulated units of care and / or office visits or any delay or other failure of performance caused by events such as, but not limited to, provider declaring bankruptcy, loss of office lease, foreclosure of office property, loss of license, labor strike, insurrection, war, fire, power outage, act of God, mechanical or electrical breakdown, governmental acts or regulation, computer malfunction, Internet disruption, and / or acts of third parties. If, after the date of this Agreement, any law, regulation, or ordinance, whether federal, state, or local becomes effective that substantially alters Providers ability to perform services hereunder, provider shall have the right to terminate this Agreement immediately upon written notice sent to Client.

5. MEMBERSHIP DEFERMENT

A membership deferment is a period of time during which payments and accumulation of units of care and / or office visits are postponed. To obtain a membership deferment, you must submit a deferment form to the Provider. It is important to continue to make payments until your deferment is processed. Submitting a request does not place you in deferment status. Deferment forms are available on the web site www.CHSLife.com or at the Provider's office.

Also, if you have multiple memberships to different Provider offices, then you must make a request for deferment to each Provider office. Only a written letter from your Provider is sufficient notice that your membership has been put into deferment. You are entitled to 3 deferment requests during the life of your membership which, if eligible, may be taken in 3 month increments. The Client can continue to utilize unused units of care and / or office visits during the deferment period, except as described below in paragraph 7.

6. DISCLAIMER OF THIRD PARTY RIGHTS

The rights and obligations created by this Agreement apply solely to the parties hereto. Neither Provider nor Client intends that any third party shall benefit from the duties and performance herein and / or acquire any cause of action or other claim against either party for non-performance of those duties. CHS Life LLC is a third party and has no rights, responsibilities or obligations under this agreement and is not a party to this agreement.

7. SALE OF PRACTICE AND ACCOUNT TRANSFER OR ASSIGNMENT

In the event provider sells, transfers, or assigns his / her / its practice to another provider, this agreement becomes null and void. However, this agreement will remain in full force and effect if the purchasing provider is willing to comply with the terms of this agreement. In order to sell, transfer, or assign this agreement the purchasing provider must agree to honor unused accumulated units of care and / or office visits for active accounts. The third party processor CHS Life LLC will assist in the transfer or sale of provider accounts, only if the purchasing provider agrees to terms of participation with CHS Life LLC, prior to the sale or transfer of the accounts. Client rights under this agreement cannot be assigned without written permission of the provider and client. For the purpose of this paragraph only accounts in deferment status are not considered "active".

8. THIRD PARTY PROCESSOR

The Provider uses the web site owned by CHS Life LLC to manage Client accounts and display Client information and visit history. The third party processor is not responsible for resolving disputes between the Provider and Client. All refunds to Client, if any, are the responsibility of the Provider.

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Provider agrees to have deducted from the Client's checking account or credit card account the amount below and apply these funds towards the Client's membership. The deductions for services are in accordance with the following fee schedule:

TOTAL MONTHLY FEE: \$ _____ TOTAL ANNUAL FEE: \$ _____

OVERDRAFT FEE: \$30

NUMBER OF UNITS OF CARE AND / OR OFFICE VISITS INCLUDED IN THIS MONTHLY OR ANNUAL MEMBERSHIP (CIRCLE).

1 2 3 4 Other _____

CLIENT SAVINGS PER UNIT OF CARE AND / OR OFFICE VISIT: \$ _____ (CT):

TYPE OF PLAN (CIRCLE): INDIVIDUAL HOUSEHOLD OTHER _____

SERVICES AND BENEFITS

- 1. _____
- 2. _____
- 3. _____

IN WITNESS WHEREOF, the parties hereto agree to the rules and conditions set forth above and have executed this on the date first above written.

CLIENT DATE

PROVIDER TITLE DATE