



Montrose Pet Hospital

Compassionate Care For Your Pets

MONTROSE PET HOSPITAL TOTAL CARE AGREEMENT

This Total Care Agreement (hereinafter “Agreement”) is made and entered into by and between Montrose Pet Hospital located at 2444 Honolulu Ave., Montrose, CA 91020 (hereinafter “Montrose”), and the person(s) or entity identified on the signature page hereof (hereinafter “Subscriber”). The Parties agree as follows:

1. Acceptance. By executing this Agreement and using Montrose’s services, Subscriber agrees to be bound by all the terms and conditions of this Agreement.
2. Provision of Services. Montrose agrees to provide Subscriber with pet care services during Montrose’s regular business hours as set forth in Exhibit A and Exhibit B. Montrose shall make reasonable efforts to ensure that drop-offs and pick-ups are at convenient times during Montrose’s regular business hours. Montrose reserves the right to change or modify the features of the Total Care Plan from time to time on thirty (30) days written notice to Subscriber. Montrose also reserves the right to adjust the annual installment fees on the anniversary of this Agreement. Subscriber’s continued use of Montrose’s services after receipt of such a notice of modification shall constitute Subscriber’s acceptance of and agreement to be bound by Montrose’s modification of the terms and conditions of this agreement including Exhibit A and Exhibit B. Note: Exhibit A - see page 5; Exhibit B - see page 6.
3. Agreement Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue for one (1) year after this Agreement is executed.

4. Termination.

**PLEASE READ AND INITIAL SECTION 4(a)
AND 4(c) BEFORE SUBMITTING THIS FORM.**

(a) Subscriber may terminate this Agreement at any time, for any reason, by providing written or e-mail notice of termination to Subscriber’s primary e-mail address no less than thirty (30) days written notice. If Subscriber terminated the Agreement before any pet care services have been rendered by Montrose, Subscriber shall receive a refund of fees paid for the current year, less any sign-up fee. If Subscriber terminates this Agreement after Montrose has rendered any pet care services, Subscriber shall receive a refund less any fees and costs for pet care services already rendered. The fees and costs shall be charged at Montrose’s standard fees and not at reduced fees under this Agreement. Subscriber shall not receive any refunds for any prior contract term(s). Any remaining balance will be due in full, no monthly installments will be accepted.

(b) Montrose may terminate this Agreement at any time, for any reason, by providing written or e-mail notice of termination to Subscriber’s primary e-mail address no less than 30 days prior to the service termination. Subscriber shall receive a refund less any fees and costs for pet care services already rendered. The fees and costs shall be charged at Montrose’s standard fees and not at reduced fees under this Agreement. Subscriber shall not receive any refunds for any prior contract term(s).

(c) If Subscriber terminates this Agreement as the result of the patient death, Subscriber shall receive a refund less any fees and costs for pet care services already rendered. The fees and costs shall be charged at Montrose’s standard fees and not at reduced fees under this Agreement.

5. Multiple Pet Families. To qualify for multiple pet family discounts, all similar pets must be identified with microchip(s) or tattoo(s).
6. Exclusions. This Agreement specifically excludes the following: (i) services that are not identified in the attached Exhibit "A"; (ii) services provided by veterinarians that are not employed by Montrose; (iii) services recommended as a result of illness and/or accidental injury; (iv) specialist services, even if referred by Montrose; and (v) services at any other hospital or service by any DVM not employed by Montrose.
7. Subscriber Representations. Subscriber hereby represents to Montrose that:
 - (a) Subscriber is of legal age and capacity and has the requisite powers, authority, and rights necessary to enter into this Agreement and to perform his/her/its obligations under this Agreement;
 - (b) Subscriber is not a party, and will not become a party, to any agreement, obligation, or understanding that is inconsistent with this Agreement or might limit or impair Subscriber's performance of his/her/its obligations under this Agreement; and
 - (c) Subscriber agrees to notify Montrose of any changes in account information for billing purposes within five (5) calendar days of the change.
8. Non-Assignment. Subscriber shall not assign, transfer, or delegate this Agreement or any of Subscriber's rights or obligations under this Agreement without Montrose's prior written consent. Montrose may freely assign, transfer, or delegate this Agreement or any of its rights or obligations under this Agreement without notice to Subscriber.
9. Force Majeure. No party shall be held to be in breach of this Agreement by reason of any failure or delay in its performance under this Agreement if that failure is due to causes beyond its reasonable control, including but not limited to, acts of the other parties, acts of God, delays in transportation, inability beyond its reasonable control to obtain necessary labor or materials, or events such as fires, floods, earthquakes, storms, wars (declared or undeclared), acts of public enemy, civil commotions, and the like or by any law, rule, regulation, order, or other action by any public authority. To the extent that failure to perform is caused by such an event, the failing party shall be excused from performance under this Agreement as long as the event continues to prevent performance, provided that party takes all reasonable steps to resume full performance.
10. Notices. All communications shall be sent to Montrose at 2444 Honolulu Ave., Montrose, CA 91020 and to Subscriber at the address in the application. All communications given by Montrose to Subscriber by mail shall be effective twenty-four (24) hours after deposit in the U.S. mail, postage prepaid, or upon receipt, whichever is earlier; if hand delivered, when delivered to Subscriber's address; if telephonic, at the time of such phone conversation or facsimile transmission; or if by electronic mail, on the day of such transmission.
11. One Year Limit to Bring Claims. Subscriber acknowledges and agrees that, regardless of any statute or law to the contrary, any claim or cause of action Subscriber may have arising out of, relating to, or connected with the services or this Agreement, must be filed within one calendar year after such claim or cause of action arises, or forever be barred. Subscriber further acknowledges that, but for this waiver, Subscriber might have a longer time period to initiate a claim under state or federal law.

12. Partial Invalidity. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
13. Non-waiver of Rights. If Montrose fails or delays in exercising any of its rights, powers, or remedies under this Agreement, it shall not operate as a waiver of that or any other right, power, or remedy. No waiver or modification of any term of this Agreement will be effective unless in writing and signed by the party against whom such waiver or modification is sought to be enforced.
14. Attorney's Fees and Costs. If any action or proceeding is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.
15. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties with respect to the Services in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.
16. Modifications. Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.
17. Governing Law and Venue. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of California. All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties hereunder shall be governed by the internal laws of the State of California, and for purposes of choice of law, this Agreement is deemed by the Parties to be executed and performed wholly in the County of Los Angeles. Any action or proceeding related to or arising out of this Agreement shall be brought and maintained exclusively in the Los Angeles Superior Court.
18. No Reliance. Each Party hereto represents and warrants for himself /itself alone that no other Party, nor any agent or attorney of any other Party, has made any promise, representation, or warranty whatsoever, express or implied, that is not contained herein concerning the subject matter hereof to induce him/it to execute this Settlement Agreement, and each Party hereto represents and warrants for himself/itself alone that he/it has not executed this Settlement Agreement in reliance upon any promise, representation, or warranty not contained herein.
19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument.
20. Facsimile Copies. For convenience, the Parties agree that facsimile or electronic transmission copies of this Agreement shall serve as originals for all purposes.
21. Please read and initial section 2 of Exhibit C on page 7.

SELECT YOUR TOTAL CARE PLAN

Puppy & Kitten Plan

Basic Premier

Dog & Cat Plan

Bronze Silver Gold Platinum

ANNUAL FULL PRICE - \$ _____

PAYMENT OPTIONS

New Enrollment Fee: \$49.00

Qualified for 50% Family Discount
Full fee must be paid for first pet.

Renewal Contract - No enrollment fee required if renewed within 30 days after the end of your previous contract.

Family Discount
Check this if you are adding this pet to your family of enrolled pets. For each additional "Family Member" you get a 50% Family Discount on the one-time enrollment fee!

Renewal Contract
Check this if you are renewing a Total Care Plan, graduating to a Dog & Cat plan or changing to a different plan level.

Paid By: Check Credit Card

Subscriber shall be charged a \$25.00 service fee for any returned or insufficient check

ANNUAL FULL PRICE - \$ _____ + ENROLLMENT FEE - \$ _____ = TOTAL - \$ _____

NAME OF YOUR PET: _____

SUBSCRIBER

YOUR NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ PHONE: _____

DATED: _____ SIGNATURE: _____

MONTROSE

DATED: _____ SIGNATURE: _____

Montrose Pet Hospital respects your privacy and will not loan, sell, or otherwise distribute your personal information to any third party. Services and pricing may change at any time at the discretion of Montrose Pet Hospital.

Office Use Only: Client ID _____

Exhibit A

Total Care Plans for Puppies & Kittens Enrollment for pets up to 1 year old

<p>Pre-Anesthesia Lab Work / Coagulation Profile Microscopic Exam of Blood Cells Complete Organ Function Screen Spay/Neuter† Surgery including:</p> <ul style="list-style-type: none"> * General Anesthesia * Hospitalization * Heart Monitor * I.V. Catheter * Sterile Surgical Set-up * Pain Medication Injection 	<h3>Premier</h3>	
<p>Vaccinations Your Pet Needs Free Physical Exam with Appointment</p> <ul style="list-style-type: none"> * Cardiovascular Evaluation * Otoscopic Exam * Weight Assessment * Dental Exam * Abdominal Palpation * Ophthalmic Exam * Musculoskeletal Evaluation * Coat & Skin Evaluation * Pulmonary/Lung Evaluation * Urogenital Evaluation * Tonometry (if available) * Neurologic Evaluation * Rectal Exam (doctor's discretion) <p>Heartworm Test (dogs only) Feline Leukemia/Feline AIDS Test (cats only) Intestinal Parasite Fecal Exam Deworming for Roundworms Free Interstate Health Certificates (when needed)</p>	<h3>Basic</h3>	
<p style="text-align: center;">One-Time Membership Fee Annual Plan Cost Investment Per Day in Your Pet's Health Additional Discounts for Many of Our Services*</p>	<p>\$49.00 \$405.72 \$1.11 10%</p>	<p>\$49.00 \$541.19 \$1.48 15%</p>

Use this guide to choose which plans are best for you and your pets.

Plan services such as single vaccinations or a vaccine series, etc. are only performed once within your current plan year.

As a Total Care Plan member all scheduled appointments are covered by the plan.

Walk-In and Emergency visits are not free, but members will be given the appropriate TCP tier discount.

All appointments are scheduled on a first come first served basis, no exceptions.

Services and pricing may change at any time at the discretion of Montrose Pet Hospital.

† Spay/Neuter excludes: Elizabethan Collar and Pain Medication to go home.

* Services do not include prescriptions, diets, or flea and tick preventative.

Exhibit B

Total Care Plans for Dogs & Cats (1 year and up)

<p>Electrocardiograms Twice a Year (Canines) Blood Pressure Measurement Twice a Year (Felines) Thyroid level Chest X-ray (3 views) Annually Additional Urinalysis Additional Urine Sediment Exam</p>	Platinum/Senior (from 5 years of age)			
<p>Urine Sediment Exam Urinalysis Dental Cleaning Annually, OR Spay/Neuter†, Includes: * General Anesthesia * Pain Injection * I.V. Catheter (Includes blood test and other procedures in plan below)</p>	Gold			
<p>Blood Cell Count Microscopic Exam of Blood Cells Liver Screen Kidney Screen Pancreatic Screen Cholesterol Screen Diabetes Screen</p>	Silver			
<p>Annual Vaccine Boosters Free Physical Exams with Appointment * Cardiovascular Evaluation * Otoscopic Exam * Weight Assessment * Dental Exam * Abdominal Palpation * Ophthalmic Exam * Musculoskeletal Evaluation * Coat & Skin Evaluation * Pulmonary/Lung Evaluation * Urogenital Evaluation * Tonometry (if available) * Neurologic Evaluation * Rectal Exam (doctor's discretion)</p> <p>Heartworm Test (dogs only) Feline Leukemia/Feline AIDS Test (cats only) Intestinal Parasite Fecal Exams (2 times per year) Annual Deworming for Roundworms Free Interstate Health Certificates (when needed)</p>	Bronze			
	74¢/day	\$1.11/day	\$1.48/day	\$1.78/day
One-Time Membership Fee Annual Plan Cost Investment Per Day in Your Pet's Health Additional Discounts for Many of Our Services*	\$49.00 \$270.25 74¢ 5%	\$49.00 \$405.72 \$1.11 10%	\$49.00 \$541.19 \$1.48 15%	\$49.00 \$649.56 \$1.78 20%

Use this guide to choose which plans are best for you and your pets.

Annual plan services such as vaccine boosters, etc. are only performed once within your current plan year.

As a Total Care Plan member all scheduled appointments are covered by the plan.

Walk-In and Emergency visits are not free, but members will be given the appropriate TCP tier discount.

All appointments are scheduled on a first come first served basis, no exceptions.

Services and pricing may change at any time at the discretion of Montrose Pet Hospital.

† Spay/Neuter excludes: Elizabethan Collar and Pain Medication to go home.

* Services do not include prescriptions, diets, or flea and tick preventative.

Exhibit C

Frequently Asked Questions

1. Is this insurance?

The TCP is not an insurance policy. It is a membership plan designed to provide your pet with the appropriate preventive care and medical services to maintain a healthy lifestyle.

**PLEASE READ AND INITIAL SECTION 2
BEFORE SUBMITTING THIS FORM.**

2. What is the Montrose Veterinary Hospital appointment and scheduling policy?

- As a Total Care Plan member all scheduled appointments are covered by the plan.
- Please schedule an appointment to sign up for new or additional memberships and for when it is time to renew your membership.
- All appointments are scheduled on a first come first served basis. To be fair to all our clients, including Total Care Plan members, we do not offer preferential consideration when scheduling an appointment. When you request an appointment we can only offer the next available appointment and any open appointments after that.
- You can always request to receive notification of an appointment opening due to a cancellation.
- Call ahead. You can usually get an appointment in one or two days.
- Appointments are usually scheduled for 30 minutes. When you request an appointment please let us know the reason for the appointment so we can allot the proper amount of time necessary for your visit.
- TCP members are not charged for canceled scheduled visits since there is no charge under the plan. Please be considerate and call as far in advance of your appointment as possible. It may open an opportunity for another patient.
- Please arrive 10 to 15 minutes before your appointment to allow time to check in.
- If possible, please let us know you will be late for your appointment. We currently have a fairly rigid 5 minute policy. In most cases arriving late will not allow us enough time to properly perform the examination for the visit and we will need to reschedule the appointment.
- TCP members that are consistently late or cancel their appointments may be subject to a missed appointment fee of \$25, or plan termination.

----- **If your pet needs urgent or emergency care:** -----

- We can accommodate some urgent or emergency situations. Please call first and give us as much information as possible so we can assess your situation. Walk-In patients are evaluated on how serious the condition of the patient is and the availability of our medical staff. We are unable to offer TCP members preferential scheduling, the patient is the priority. Depending on how urgent and how serious the situation is we may need to refer you to another facility.
- Walk-In and Emergency visits are not free, but members will be given the appropriate TCP tier discount.
- Urgent or emergency services provided through a referral are not covered by a Total Care Plan. You will be financially responsible for any charges for services performed by the provider you choose.

3. What vaccines are covered?

- Core vaccines are covered under the TCP.
- Canine distemper, bordetella and Rabies vaccine.
- Feline distemper, leukemia, and Rabies vaccine.

4. Is the Rattlesnake vaccine covered?

No, the rattlesnake vaccine is not considered a core vaccination, but will be discounted.

5. How many vaccines are covered?

One set of core vaccines or vaccine series per patient are covered. Covered vaccines are administered only once within your current plan year.

6. How much will it cost me to spay or neuter my animal on the plan?

The plan will cover the cost of the surgery, with the exception of pain medication sent home, elizabethan collars and an additional test to check for blood clotting factors in dogs only. While uncommon situations can arise during routine procedures that necessitate more extensive surgeries, in these cases the owners will be financially responsible for additional services rendered (i.e. cryptorchid, pyometras, abortions).

Exhibit C - continued

7. What if my pet doesn't need a service?

No credits for unused vaccines or services will be honored. We will only administer vaccines and services according to their proper schedule.

8. My pet is sick, can I sign him/her up on a plan?

Yes, however the TCP is designed as a preventative medicine-screening tool and not a plan intended to diagnose sick pets. Diagnostic lab work will be discounted according to your plan tier, a complete 100% discount will not be honored.

9. Is the membership fee a yearly charge?

- a. No, a one-time membership fee will be charged for first time Total Care members.
- b. If you choose to discontinue or not renew your TC membership after one year or earlier, and decide to reinstate the plan at a later date, you will be responsible for a new Total Care Membership Fee.

10. I purchased the plan, how long will I be a member?

Your obligation to the TCP is a yearly commitment.

11. What happens after my yearly membership has expired.

Your pet's Total Care Plan will expire after one year unless you provide a signed renewal contract. You will be notified 30 days prior to the anniversary date to provide a signed renewal contract and to make any changes to your financial arrangements. This is a good time to upgrade your choice of a Total Care Plan. We do offer a 30 day grace period after your plan has expired for you to re-enroll without incurring the membership fee. Any services performed by MPH or purchases made at MPH during the time your plan has expired and the time you re-enroll within the grace period will be billed at the current standard rate.

12. What happens if my pet passes away while on the plan?

If your pet passes away while on the TCP you shall receive a refund less any fees and costs for pet care services already rendered.

13. Are there any additional benefits to being on a plan?

Yes, having a current membership will provide you with additional discounts on all hospital/professional services not listed on the membership brochure.

14. What doesn't get discounted with a TCP?

Prescriptions (medications and diets), flea and heartworm preventative and retail items are not discounted under the TCP.

15. I have multiple pets, do I get a discount if I sign more than one pet up at a time?

Yes, once you have one pet on a TCP, you can sign up additional pets at anytime and receive a 50% discount on the Total Care Membership fee.

16. What happens if I decide to cancel the TCP before my year is over?

Section 4 in the MPH TCP contract states that a subscriber may terminate the agreement by providing MPH with thirty (30) days written notice. If a subscriber terminates the agreement before any pet care services have been rendered by MPH, the subscriber shall receive a refund of fees paid for the current year, less any sign-up fee. If a subscriber terminates the agreement after MPH has rendered any pet care services, the subscriber shall receive a refund less any fees and costs for pet care services already rendered.