# <u>MEMBERSHIP AGREEMENT – EASY CHIROPRACTIC, LLC</u> 6410 King Hill Avenue, St. Joseph, Missouri 64504

### **General Information:**

Name:	
Social Security No.	
Date of Birth:	
Spouse's name:	
Address (street):	
City/State/ZIP:	
Phone:	

### **Membership Types and Dues:**

	Annual with monthly payment	Annual paid in full
Easy Plus []	\$80 per month []	\$960 per year []
Easy Family []	\$100 per month []	\$1,200 per year []
Easy (4 per month) []	\$60 per month []	\$720 per year []

Start Date: /\_\_\_\_/

End Date: \_\_\_\_/\_\_\_/\_\_\_\_

### **Payment Method:**

[] Credit Card
[] Visa / [] MC / [] AmEx / [] Discover
Card #:
Exp. Date:
CVC:

# **Application:**

I understand that I am applying for membership with Easy Chiropractic, St. Joseph, Missouri. I represent and warrant that I am 18 years of age or older and all facts and information provided above is true, correct and complete. I further understand that there is a Twenty-five Dollar (\$25.00) application fee that must be submitted with this application, which I agree is a reasonable charge for initiating my membership considering the time and effort required of Easy Chiropractic to do so. This application is incorporated by reference and made a part of this Agreement.

### Payment:

I acknowledge that in accordance with the membership type selected by me, indicated above, my monthly / annual dues for membership are \$\_\_\_\_\_\_ per month / year. All membership dues will be collected electronically on or after the 5th day of each month, or annually on or after the date of this Agreement, using the Electronic Funds Transfer information provided above. In the event that Easy Chiropractic is unable to collect payment electronically, the member will be notified no later than the 20th day of the month so that payment may be made by other means in order to maintain membership privileges. Easy Chiropractic reserves the right to cancel my membership upon the occurrence of two or more instances of default, defined as Easy Chiropractic's inability to collect payment electronically. Failure by Easy Chiropractic to terminate my membership on any

occurrence of default shall not constitute a waiver of Easy Chiropractic's ability to terminate my membership on any subsequent occurrence of default. I further understand and acknowledge the following:

- All dues are subject to applicable state sales tax.
- This Agreement is for a 12-month term, and will automatically renew on the same terms as indicated above upon the expiration of the initial 12-month term unless and until cancelled by the member.

### **Cancellation:**

During the initial 12-month term of this Agreement, I may cancel my membership by providing written notice, and only under the following conditions:

- If I die or become permanently disabled. Permanent disability means a condition which prevents me from utilizing the services of Easy Chiropractic for six (6) months or more, and such condition must be verified by a physician.
- If I move more than fifty (50) miles away from Easy Chiropractic. Cancellation for this reason must be accompanied by proof of change of residency (e.g., driver's license, utility bill, other document evidencing change of address).

This Agreement may be cancelled upon thirty (30) days' written notice of the expiration of the initial term or any renewal term.

Upon cancellation of this Agreement, during either the initial 12-month term of this Agreement or any automatic renewal term, Easy Chiropractic shall refund to me a pro-rated portion of my unused dues on a per diem basis, less an administrative fee of One Hundred Dollars (\$100.00), which I agree is a reasonable charge for cancelling my membership considering the time and effort required of Easy Chiropractic to do so.

#### Member's Right to Medical Records:

Easy Chiropractic, as a health care "provider" as that term is defined under Missouri law, shall maintain medical records for each member, and shall release a member's records to that member, or that member's legally authorized representative, upon request; provided, however, that release of a member's records may be conditioned on payment of record search and retrieval fees as specified in § 191.227 RSMo.

#### **General Provisions:**

- a. I acknowledge that this is a legally binding and enforceable contract, and I agree that I will maintain my membership for the period of time I indicated above.
- b. This Agreement sets forth the entire agreement between Easy Chiropractic and me regarding my membership, and any and all prior discussions, agreements, understandings or correspondence between Easy Chiropractic and me are hereby rendered null and void.
- c. This Agreement may be amended, modified or cancelled, or any rights derived pursuant to this Agreement waived, only by written agreement signed by Easy Chiropractic and me.
- d. If any term or provision of this Contract is found to be invalid, illegal or unenforceable, in whole or in part, that provision, or such part thereof, shall be stricken, and the rest and remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.
- e. I acknowledge and agree that in the event any dues are unpaid and Easy Chiropractic has to take legal action to collect such dues, including filing a lawsuit to obtain a judgment for such unpaid dues, Easy Chiropractic may recover all reasonable collection fees, including court costs and reasonable attorneys' fees, incurred in attempting to collect such dues.

By

#### Member(s)

#### Accepted by Easy Chiropractic, LLC

Print name

Date

Rob Grimm

Date

Sign name

Date