



Annual Service Agreement for DOCTOR 4 LIFE MEDICAL MEMBERSHIP PLAN

The following is a contract.

1. _____ (herein known as the “Customer”) and Essential Medical Care INC, (herein known as the “Company”) agree to the following terms for medical care to be rendered at Essential Medical Care located at 510 Old Bill Cook Road, College Park, Georgia 30349, USA.

1. The Company agrees to provide access to the facility at all open hours to the Customer for the purpose of seeking medical care and advice. After hours access in at the discretion of the physician on duty. **This is NOT an insurance program. This agreement only pays for services performed at Essential Medical Care in College Park, Georgia.**
2. The Customer understands that all care rendered at **Essential Medical Care** is at the sole discretion of the physical on duty at the time of the interaction. The company in no way works to influence the physicians’ decision. The Customer cannot demand that services be provided that the physician has decided are not medically necessary.
3. The Customer understands that services are limited to available equipment and skills of the staff on hand on any given day. There is a possibility that a needed service that is commonly available may not be available on a single day. The Customer agrees to hold harmless any Company physician, employee or contractor for this rare but possible occurrences.
4. The Customer understands that this clinic services does not include medications. .
5. The Customer agrees to follow the physician’s orders at all times.
6. The Customer understands that once care is rendered for any reason the agreement becomes final and no refund will be made available for any reason.

_____ initials

Annual Service Agreement for DOCTOR 4 LIFE MEDICAL MEMBERSHIP PLAN (continued)

7. The Customer gives permission to **Essential Medical Care, INC** to keep the Customers entire medical records on an electronic health record of the Company's choice. This system operates live on the internet. It is possible that information could be illegally accessed or stolen, that catastrophic failure or natural disaster could result in loss of the records entirely. The chosen electronic health record will have in place reasonable safeguards to prevent from such an occurrence. The Customer holds the Company harmless in the event of partial or total loss of the information for any cause or reason. The Customer furthermore agrees to hold the Company Harmless in the event of loss of any type or personal damage as a result of criminal activity.
8. The Customer agrees to Binding Arbitration in the event of a claim against **Essential Medical Care, INC** their staff or contractor or any other entity associated with **Essential Medical Care, INC** directly or indirectly. This waives the Customer right to Jury trial in the event of such a claim.
9. The Customer holds harmless **Essential Medical Care, INC** and its affiliated staff and contractors for any action that may result or negative outcome as a result of advice or care received for **Essential Medical Care, INC**.

This agreement is in effect for one year the date it is signed. There are no commitments of renewal given by either party. If a Customer wishes to cancel this agreement they can cancel at anytime without notice. In the event that **Essential Medical Care, INC** is in a position to cancel this agreement then the Customer will be refunded a prorated amount to be determined by the Company.

I have read this agreement and accepted the terms provided herein.

Customer Signature

Date

Print Name

New Members Name

Date of Birth