

**MEMBERSHIP AGREEMENT**

**BETWEEN:** Naturopathic Medical Clinic, LLC,  
an Oregon limited liability company  
(NMC)

**AND:** \_\_\_\_\_,  
(Responsible Party)

**EFFECTIVE DATE:** Date of last signature

**RECITALS**

- A. NMC provides naturopathic medical services and related goods to members of the public.
- B. Responsible Party is an individual or Employer (defined below) who desires to purchase a retainer plan for naturopathic medical services.
- C. The parties desire to document the retainer relationship on the following terms and conditions.

**AGREEMENT**

1. **This Agreement is not a Contract for Insurance.** This agreement is a medical retainer plan. This plan is not insurance. Members must pay for all medical and ancillary services, but will receive a discount from NMC.

2. **Definitions.** For purposes of this agreement:

2.1. "Employer" means an individual or business entity purchasing a membership on behalf of employees designated as Primary Members (and/or their Family Members) as Responsible Party.

2.2. "Employee" is a worker who performs services for the Employer and for whom the Employer withholds payroll taxes.

2.3. "Family Member" means a spouse, parent, or child of a Primary Member (or Employee) residing in a single family residence with a Primary Member (or Employee) for whom Responsible Party has paid Membership Fees.

2.4. "Member" means a Primary Member or Family Member.

2.5. "Primary Member" is either: (i) Responsible Party, if Responsible Party is an individual accepting responsibility for the fees described in paragraph 6 in exchange for a membership to be used personally; or (ii) an

Employee designated by an Employer as a Primary Member and for whom the Employer has paid the fees described in paragraph 6.

3. **Description of Plan Features.** Each Member is entitled to receive certain health care services from NMC at predetermined rates and for a percentage discount off NMC's normal retail prices for such services.

4. **Discounted Services and Discounted Prices.** A list of the services discounted and the discounted prices that NMC has agreed to is set forth in **Exhibit A** (Plan).

5. **Membership Term.** Unless terminated pursuant to paragraph 8, the membership term is one year (Membership Term) and begins once the initial fee for Membership in the Plan (Initial Fee) is paid and received.

6. **Membership Payment/Billing.**

6.1. **Startup Fee.** Startup Fees are described in paragraph 21.1. These fees are due upon signing this agreement.

6.2. **Membership Fee.** Membership Fees are described in paragraph 21.1.

6.3. **Payment Terms.**

6.3.1. Primary Members shall pay the aggregate fee for all memberships in one payment per month via ACH authorization or in one payment per year, in advance, in cash or cash equivalent.

6.3.2. If a Primary Member chooses to use ACH authorization, payment shall be made automatically by a charge against the Primary Member's checking account for the full amount of the Membership Fee. Primary Member hereby authorizes NMC to bill and receive payment for the Membership Fee as set forth in the Agreement. Primary Member may elect the ACH payment system by completing the authorization form attached to this Agreement as **Exhibit B**.

6.4. **Increase in Membership Fee.** NMC reserves the right to increase a Membership Fee for a future Membership Term. The Primary Member will be notified of any increase in the Membership

Fee, which will be effective upon renewal of the Plan Membership.

6.5. NSF Checks. Checks returned as unpaid (NSF) will be assessed a \$25 service charge. Past due accounts that are not brought current within 15 days of the notice are subject to suspension and possible account termination.

**7. Renewal of Membership**. MEMBERSHIP WILL BE RENEWED AUTOMATICALLY THREE WEEKS PRIOR TO THE EXPIRATION DATE IDENTIFIED IN RESPONSIBLE PARTY'S ORDER CONFIRMATION.

7.1. Notification of Cancellation. At the conclusion of the Membership Term, membership will be renewed automatically unless the Responsible Party notifies NMC either (i) by telephone or (ii) by providing written notification to NMC before the new Membership Term that the Responsible Party wishes to cancel membership in the Plan.

7.2. Automatic Renewal. Unless Responsible Party is notified otherwise by NMC, the automatic renewal will be charged to the same checking account that Responsible Party provided in making his/her initial membership order.

7.3. Renewal Interruptions. In order for the membership to continue without interruption, renewal payment must be received three weeks prior to the expiration date of a term. In the event that NMC attempts to automatically renew a membership but is unable to do so due to the cancellation or deactivation of Responsible Party's bank account or ACH authorization, NMC will attempt to notify Responsible Party via first class mail or the e-mail address on record. In all events, Responsible Party is responsible to ensure that NMC has received the renewal payment three weeks prior to the expiration date. NMC is not responsible and assumes no liability to Responsible Party or any Member for Responsible Party's failure to provide NMC with current payment information for membership renewal.

**8. Cancellation and Refund Policy**.

8.1. By Primary Member. The Primary Member may cancel this agreement by written notice to NMC at: NMC, LLC, 1200 NE 7th Street, Grants Pass, OR 97526.

8.1.1. If the Primary Member terminates during the first 30 days, the Primary Member will receive a full refund of the first month's Membership Fee within 30 days of receipt of the notice of termination. NMC will retain the Startup Fee.

8.1.2. If the Primary Member terminates after 30 days or more of the Membership Term, NMC shall (i) retain the Startup Fee and Membership Fees paid; and (ii) assess a \$150 Cancellation Fee.

8.2. By NMC. NMC may terminate this agreement at any time by notice to the Primary Member at any time during the membership term.

8.2.1. If NMC terminates during the first 30 days, NMC will issue full refund of the first month's Membership Fee within 30 days. If the no member has used the membership, NMC will refund the Startup Fee; otherwise, NMC will retain the Startup Fee.

8.2.2. If NMC terminates after 30 days or more of the Membership Term, NMC shall (i) retain the Startup Fee and Membership Fees due through the date of termination; and (ii) refund any prepaid Membership Fees.

8.3. Cancellation after Automatic Renewal. In the event that Member's plan has been automatically renewed in any year following Member's initial purchase, and provided that Member has not obtained services in the renewed term and that Member cancels his/her within the first 30 days of the new term, a full refund of the Membership Fees paid for the renewed term will be issued. If Member cancels after 30 days of the new term, Member is not entitled to receive a refund of either the Startup Fee or Membership Fees.

**9. Complaint Procedure**. Any complaint regarding a Plan membership should be directed to Member Services in writing to: NMC, LLC, 1200 NE 7th Street, Grants Pass, OR 97526.

**10. Member Acknowledgments**.

10.1. Prohibition of Assignment. Responsible Party shall not assign any membership without the prior express written consent of NMC. Responsible Party shall assure that each Member uses the Plan only for the personal benefit of the Member. A Member's violation of this paragraph may, at the

discretion of NMC, result in immediate termination of the Plan Membership.

10.2. Taxes. NMC bears no responsibility for the payment of or contribution to any use, sales, or other tax that may be imposed on the services by any federal, state, or other taxing authority. The Plan is not insurance, and it may not reduce deductibles, co-payments, or other out-of-pocket expenses for services that are covered by insurance.

10.3. Providers. The availability of any particular Provider cannot be guaranteed, and provider network composition is subject to change without notice.

10.4. Discount. NMC provides medical services to Members on a Reduced Fee Service basis. The term "Reduced Fee Service" means a service that is available to a Member at a discount from fees normally charged by NMC and for which Member is solely financially responsible. Responsible Party understands, and shall cause all Members to understand, that all payments to NMC are due and payable at the time of service, unless another payment arrangement is mutually agreed upon between Member and NMC. Members may be subject to NMC's late payment fees and other office policies.

**11. DISCLAIMER OF WARRANTIES.** NMC DOES NOT GIVE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY MERCHANDISE PURCHASED OR RECEIVED BY A MEMBER THROUGH HIS/HER MEMBERSHIP IN THE PLAN. IN THE EVENT ANY PRODUCT OR SERVICE PURCHASED OR RECEIVED BY A MEMBER IS CANCELLED, MODIFIED, DEFECTIVE, OR OTHERWISE UNSATISFACTORY TO THE MEMBER, THE MEMBER WILL LOOK SOLELY TO THE MANUFACTURER OF THE PRODUCT OR SERVICE FOR ANY REPAIR, EXCHANGE, REFUND, OR SATISFACTION OF CLAIM.

12. Notice. All notices required by this agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set

forth below the signatures on this agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

13. Attorney Fees. In any proceeding to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs, and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

14. Assignment. This agreement is personal in nature and shall not be transferable by either party, either voluntarily or involuntarily.

15. Modification. No modification of this agreement shall be valid unless it is in writing and is signed by all of the parties.

16. Integration. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.

17. Interpretation. This agreement shall not be construed against the drafting party.

18. Severability. The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

19. Waiver. Waiver by any party of strict performance of any provision of this agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

20. Binding Effect. Subject to restrictions in this agreement upon assignment, this agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

21. Governing Law. This agreement shall be interpreted and enforced according to the laws of the state of Oregon.

21.1. Payment Method. Payment of Membership Fees may be made in cash, by debit card, or by direct ACH authorization. If this option is selected, the Responsible Party will execute the ACH authorization form attached as Exhibit B. All ACH payments shall be debited on the 1st day of each month, or the last business day immediately preceding the selected withdrawal date, if the selected withdrawal date falls on a weekend or holiday.

22. Exhibits. All exhibits referred to in this agreement are incorporated by reference.

**Responsible Party**

By \_\_\_\_\_  
Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**23. Membership Fees.**

23.1. Calculation.

Primary Members: \_\_\_\_\_

Startup Fee: \_\_\_\_\_ per Primary Member

= \$ \_\_\_\_\_ (due now)

Monthly Fee x \$ \_\_\_\_\_ per Primary Member

= \$ \_\_\_\_\_ (due monthly)

Family Members: \_\_\_\_\_ (see names attachment)

Monthly Fee x \$ \_\_\_\_\_ per Primary Member

= \$ \_\_\_\_\_ (due monthly)

**NMC**

By \_\_\_\_\_  
Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

Address: 1200 NE 7th Street,  
Grants Pass, OR 97526

**MEMBERSHIP AGREEMENT  
EXHIBIT A**

**Provider:** Naturopathic Medical Clinic, LLC

Doctors: Ellen Heinitz, N.D., and Kristen Plunkett, N.D.

Acupuncturist: Paula M. Edwards, LAc

Address: 1200 NE 7th Street, Grants Pass, OR 97526

Phone Number: 541-476-2916

Fax Number: 541-476-9763

**Plan:**

Service	Discount	Cost
Labs	Provider's cost plus 5 percent	Varies
Vitamin/mineral infusions	25%	Varies
Supplements	25%	Varies
Office visits	60%	\$40 - \$108
Acupuncture	50%	\$40 - \$50
Massage Therapy	50%	\$35 - \$47.50

ACH AUTHORIZATION  
EXHIBIT B