

KINDNESS IN MOTION MOBILE ANIMAL HOSPITAL P.L.L.C.

CLIENT CONTRACT AND TERMS OF SERVICE – FELINE KITTEN PLAN

Kindness in Motion: Mobile Animal Hospital P.L.L.C., hereinafter referred to as “The Business,” agrees to provide _____, hereinafter referred to as “The Client,” with services and goods that total a maximum of \$720 a year or \$60 a month. The Business offers these services in exchange for the total sum of \$720 a year or \$60 a month. The Clients agree to this total, in exchange for future goods and services that will be rendered by terms of this contract. The Client agrees to a payment schedule for these goods and services. The Client agrees to pay the monthly fee in order to pay off the total fee of \$720.

PRODUCT AND SERVICE

The Feline Kitten Plan is intended for cats that are two to twelve months of age. This plan includes 4 house calls, comprehensive examinations at every house call, vaccines, intestinal parasite screenings at every visit, a FIV/FeLV test at first visit, CBC/Chemistry once, microchip placement, registration and 1 year of premium HomeAgain membership, and, when available, three free Televet consultations. The Client will be made aware when this service is available. The Client will also be entitled to a 5% discount on all in-stock additional medications and services. This excludes VetSource or outside pharmacy orders and special orders.

The Feline Kitten Plan does not include sick pet visits, or medication outside of the services and medications listed above. Vaccines for kittens include FVRCP, rabies, and feline leukemia. This plan only applies solely to the pet listed below and the owner of the pet:

Pet: _____ Description: _____

Owner: _____

PAYMENT

The Feline Kitten Plan is \$60 a month, payable by monthly deduction from debit or credit card. This contract gives The Business authority to automatically deduct payments from debit card or credit card.

The Client agrees to pay a one-time fee of \$25 as well as \$60 for the first month, plus tax if applicable, at the time of enrollment in the plan. The Client shall be charged \$60 every 30 days after the date of enrollment. The total cost for the first year comes to \$745. If the rate is raised, written notice will be provided to the mailing address on file. The Business is not liable for missed notices due to out-of-date information.

Additional fees may be incurred for travel outside of 25 miles of Kindness in Motion: Mobile Animal Hospital’s base of operations, or travel to especially rural areas (usually rough dirt roads). If these circumstances occur, the Client shall pay these fees at the time of service.

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_____ (Client initial)

_____ (Business Initial)

Only one pet is allowed per plan.

CANCELLATION

The Client may cancel their enrollment in the Feline Kitten Plan at any time. If the Client cancels after payment for the month has been made, The Client is not entitled to a refund, but is entitled to service for the month that The Client cancelled their enrollment. Services will cease at the next payment date. At the next payment date, **the Client will be billed for the remainder of the contract period.** This means that if the Client cancels the plan after 8 months, they will be billed for the remaining 4 months.

The Client will be automatically upgraded to the Feline Adult Plan at the end of 1 year. If the Client intends to cancel the renewal of the contract, the request must be made 30 days in advance, or the Client will be charged for the first month of the new plan.

INDEMNIFICATION CLAUSE

The Clients shall indemnify and hold Kindness in Motion: Mobile Animal Hospital, its employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, error or omission, except those claims arising out of the sole negligence or willful misconduct of Kindness in Motion: Mobile Animal Hospital.

CHOICE OF LAW CLAUSE

The internal laws of the State of Arkansas shall govern the interpretation and enforcement of this Agreement. The sole and exclusive venue for any lawsuit relating to this Agreement shall be a court of competent jurisdiction in Fayetteville, Washington County, Arkansas. In the event of a breach of contract by either party to this contract, the winning party shall be entitled to attorney's fees and court costs.

SEVERABILITY

In the event that any provision of this contract is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the contract, such determination shall not affect the validity and enforceability of any other remaining provisions.

CONTRACT VOIDED

The contract may be voided by the death of a pet, not accounting for services already rendered. The contract may be voided by consent of both parties by the signing of a new contract incorporating this contract. The fees will be forgiven, unless there is outstanding debt for services rendered.

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_____ (Client initial)

_____ (Business Initial)

The contract may be voided if Kindness in Motion: Mobile Animal Hospital, P.L.L.C. feels that its employees or owner have been subjected to negligence, violence, or reckless behavior that would endanger the well-being of its employees.

LIABILITY

If the Client is responsible, whether by negligence, gross negligence, or willful misconduct, for injury caused to the Business, their employees, their owner, or their property, the Client will bear responsibility for the costs to correct the injury.

SIGNATURES:

Kindness in Motion: Mobile Animal Hospital

Date

Client Name

Client Signature

Address

Telephone

Email

Date

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____ (Client initial)

____ (Business Initial)