



4320 East Boulevard
Deer Park, TX 77536
P: 281-479-0405
F: 281-241-8916
Email@DeerParkVets.com

Healthy Pet Program Agreement

We are happy to offer you a valuable set of our services at very affordable pricing under our Healthy Pet Program and we hope that you will take full advantage of the benefits of this program. We also want you to understand all the details of this program, which are explained below. By signing this Agreement, you are agreeing to all of the terms and conditions of this Deer Park Animal Hospital Healthy Pet Program Agreement.

- 1) The Healthy Pet Program is a set of discounted services and is **not insurance**.
- 2) Each Healthy Pet Program that we offer is a group of preventative care services that are packaged together for best health practices and for reduced pricing. Please carefully review the Healthy Pet Program that we offer to determine which set of services best meets the needs of your pet.
- 3) The services listed in each Health Pet Program are available to be used once per contract year.
- 4) In addition to the discounted service provided under the specific Healthy Pet Program selected, any pet that is covered by a current Healthy Pet Program will receive an additional 35% discount off of non-emergency exams and nail trims. No other services or products are discounted.
- 5) There will be an Administration Fee of \$60.00 for the first pet, and \$45.00 for each additional pet on the same client record. Administration Fees are non-refundable. No Administration Fee will be required if the entire cost of the Healthy Pet Program is paid up front at the beginning of the contract period.
- 6) The Pet Owner must sign this Agreement.
- 7) The Responsible Party (which can be the Pet Owner or someone else) must sign this Agreement, as well as the ACH or credit card payment authorization. The Responsible Party will be responsible for full payment of all amounts owed under this Agreement, even if an ACH or credit card payment is cancelled, declined, or withdrawn.
- 8) The Responsible Party may select to have payments deducted on either the 7th or 21st day of each month.
Payment date selected (select one by marking with an "X"):
 ___ 7th day of the month
 ___ 21st day of the month
- 9) Unless the full cost of the Healthy Pet Program is paid up front, the initial payment to us will include the Administration Fee and the first and last month's payment.
- 10) If no services are used during the first three days after the date of this Agreement, then the Pet Owner may cancel this Agreement during such three-day period and we will refund to the Responsible Party the amount of any payments made under this Agreement, except for the Administration Fee.
- 11) Except as set forth in Sections 14 and 17 below, this Agreement cannot be canceled. No refund will be given after the first three days after the date of this Agreement.
- 12) This Agreement is not transferable to other pets. This Agreement can be transferred to a new owner if we have previous owner's signature releasing the pet to the new owner, the signature of the new Owner/Responsible Party and the new payment account information.
- 13) Any unused services expire after 12 months and cannot be carried over into the next contract year.
- 14) If pet named below passes away while under our care, or the care of another veterinarian who provides us with a death certificate, then we will not have any further obligations to provide services to that pet and we will determine the final amount due, if any, by subtracting the sum of all payments made during the current contract year under this Agreement from the **package-price** cost of the services rendered to that pet during the current contract year. If the Pet Owner notifies us that that the pet named below has been lost, stolen, given away or has passed away (without a veterinary confirmation) during a contract year, then we will not have any further obligations to provide services to that pet and we will determine the final amount due, if any, by subtracting the sum of all payments made during the current contract year under this Agreement from the **full-price** cost of the services rendered to that pet during the current contract year. If any amounts are owed to us upon any event described in this Section, then the final payment will be made via ACH or credit card payment. Once all amounts have been properly paid under this Agreement, this Agreement will terminate.
- 15) Any discontinuation of payments during a contract year, other than as described in Section 14 above, will constitute a breach of this Agreement. In the event of such a discontinuation of payments, we shall be entitled to declare all amounts for the remainder of the current contract year immediately due and payable and the Responsible Party agrees to pay all such amounts as well as a termination fee

of 10% of the total due or \$50.00, whichever is less. We also shall have no obligation to provide any services to the pet named below, or any other pet owned by the same Pet Owner, unless payments are brought up to date under this Agreement.

- 16) All Healthy Pet Program are for healthy pets and participation of the pet in the Healthy Pet Program will be determined only after an initial veterinary exam and approval by us.
- 17) The Healthy Pet Program selected below will automatically renew at the end of each contract year unless at least 30 days prior to the expiration of the then-current contract year: (i) the Pet Owner or Responsible Party provides us written notice of cancellation, or (ii) we provide the Pet Owner with written notice of cancellation.
- 18) Upgrades to a Program with a higher level of service can be made at any time by signing a new annual Healthy Pet Program Agreement, in which case the previous Agreement will automatically terminate.
- 19) Any downgrades to a Program with a lower level of service can only be made for a new contract year by the Responsible Party or Pet Owner providing us with written notice at least 30 days prior to the expiration of the then-current contract year.
- 20) Any errors in payment must be brought to our attention within 90 days of the error or the billing will be deemed to be correct and final.
- 21) The pricing of the Program will not change during the contract year however pricing changes will become effective at the time of each renewal of this Agreement.
- 22) All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the date of personal delivery or upon the date of deposit for delivery via first class, postage prepaid United States mail. We shall be entitled to use the last known address of the Pet Owner in our records for any such delivery.
- 23) This Agreement sets forth the entire agreement and understanding of the parties to this Agreement with respect to the matters contemplated by this Agreement, and supersedes all prior agreements, arrangements and understandings related to the subject matter of this Agreement.
- 24) All the terms, provisions, covenants and conditions of this Agreement shall be binding upon and shall be for the benefit of and be enforceable by the parties to this Agreement and their respective heirs, executors, administrators, representatives, successors and assigns.

Healthy Pet Program Selected: _____

Pet's Name: _____

Pet Owner (and Responsible Party,
Unless another Responsible Party is
Named below): _____

Responsible Party
(if other than Owner): _____

Date: _____

Pet Owner:

Responsible Party (if other than Pet Owner):

Accepted and approved:
Deer Park Animal Hospital

By: _____