

*Dr. Megan Ellwanger*  
DR. MEGAN ELLWANGER

**Member Name:**  
**Address:**  
**Contact Phone:**  
**Email:**

**Valid Driver's License**



**BILLING INFORMATION AND AUTHORIZATION:**

Total Recurring Monthly Plan Cost:

Dates of Recurring Charges:

Card Number: \*MUST KEEP ACTIVE CARD ON FILE.

Members Name(s) & DOB:

Initials \_\_\_\_\_

  
DR. MEGAN ELLWANGER

This Membership Agreement (“Agreement”) is entered by and between Dr. Megan Ellwanger, PLLC (the “Clinic”) and the above-written Member(s) (“You”) on the date set forth below (the “Effective Date”).

By signing below, You and any applicable parent/guardian authorize the Clinic and its authorized representative(s) to charge the credit/debit card you have specified above (the “Payment Method”). Monthly payments will be withdrawn on or after the same day of each month, on or near the date listed above, unless prohibited by the number of days in the month, in which case the fee will be withdrawn the last day of the month.

Additionally, You and any applicable parent/guardian authorize the Clinic and its authorized representative(s) to charge the credit/debit card on file in lieu of presenting it for any additional services received at your request.

The Clinic agrees to sell, and You agree to purchase, the membership, services and benefits described herein. You and any applicable parent/guardian agree to pay the Clinic all applicable fees according to the payment schedule above. Your signature, the signature of any applicable parent/guardian below indicates Your agreement and the agreement of any signing parent/guardian to be bound by this Agreement and all of its Terms and Conditions. All persons signing this Agreement are jointly and severally responsible for the financial obligations described and agreed to, in full.

YOU ACKNOWLEDGE READING A COMPLETED COPY OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS BEFORE SIGNING BELOW, AND AGREE TO THE TERMS HEREIN.

Member’s Signature(s)

Date

Parent/Guardian Signature(s)

Date

Initials \_\_\_\_\_

  
DR. MEGAN ELLWANGER

## **ACCESS MEMBERSHIP AGREEMENT**

### **1. Membership Fee.**

You have elected to pay \$\_\_\_\_\_ on a monthly basis starting on the Effective Date. You understand and acknowledge that Your membership will automatically renew on a month to month basis at \$\_\_\_\_\_ until Your membership is canceled according to the terms of this Agreement.

If you are a minor (17 years old or younger), You must have a parent or guardian execute this Agreement with You. The parent or guardian signing this Agreement hereby consents to all the terms and conditions of this Agreement and agrees to be responsible for all payments.

By signing below, Member authorizes the Clinic, and its authorized representative(s) to charge the Payment Method for all charges incurred by the Member, including monthly membership dues and other ancillary charges incurred by the Member in association with his/her membership.

### **2. Failed Payments**

If any payments fail for any reason, the "Clinic" will provide notice to the Member. The Member will have seven (7) business days (the "Grace Period") to provide an updated form of payment. If payment is not made before the Grace Period ends, the Clinic will send a paper invoice to the address on file for amounts owed with a final due date listed. Any paper invoices not timely satisfied may be referred to a collection agency. *In the event of such default, all Membership terms, including but not limited to the accrual of membership dues, will continue, but care will not be given until satisfactory completion of outstanding payment is made.*

#### **COLLECTION AGENCY**

Any invoices sent to a collection agency will be subject to all additional fees and charges allowed by the State of Nebraska.

### **3. Term of Membership and Cancellation.**

Your membership entitles You to receive an unlimited number of chiropractic visits per billing cycle.

By signing this Agreement, You are authorizing the Clinic to automatically renew your membership on Your behalf each month. Upon each automatic renewal, the Clinic will

  
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automatically deduct Your monthly membership fee from your credit/debit card account, unless You notify the Clinic in writing that You wish to cancel your membership.

Memberships may be discontinued, canceled or changed at any time with written notice to the Clinic. For cancellations and/or changes to memberships for *any* reason, the Member must notify the Clinic via email at info@drmeganellwanger.com at least 30 days prior to next auto-draft, putting "membership cancellation" as subject heading of the email. In turn, the Clinic will send a confirmation via email after the changes have been made to the account. The Member(s) understand and agree that it could take up to seven (7) business days for the Clinic to respond. It is the Member's responsibility to ensure that the Clinic has responded back on the same e-mail account to confirm processing the request.

*Upon cancellation, the Member(s) will be notified of their account balance, which must be paid in full. If the Member cancels within term of membership, member will owe for exams, and each visit incurred for all members at "Clinic Fees" listed with this agreement. The Clinic reserves the right to charge any credit card on file to satisfy the account balance.* By signing this agreement, you agree to these charges. If payment is not immediately made, the Clinic will send a paper invoice for amounts owed with a final due date listed. Any paper invoices not timely satisfied may be referred to a collection agency.

Member(s) wishing to change their memberships (or in any other way modify their contracts), Members must sign a new Membership Agreement. Membership upgrades (to a higher price membership) will not be subject to any fees.

#### **4. Legal and Contractual Relationship.**

You understand that this Agreement is a binding contract between the Member, and any applicable parent/guardian, and the Clinic. This Agreement constitutes the entire understanding between the parties hereto. There are no oral or written representations, agreements, arrangements, or undertakings between the parties that are not fully expressed in this Agreement. There will be no additions, revisions or modifications to this Agreement except as set forth in writing.

Initials \_\_\_\_\_

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**5. Terms and Conditions.**

Member agrees to be bound by the terms of this Agreement and the Terms and Conditions of Membership, which have been provided to Member. The Terms and Conditions of Membership are incorporated herein by reference and are to be considered part of this Membership Plan Agreement.

**MEMBER ACKNOWLEDGMENT**

By signing below, Member, and any applicable parent or guardian acknowledges that Member and any applicable parent or guardian has read this Membership Agreement and the Terms and Conditions of Membership in their entirety, has had the opportunity to discuss same with a member of our staff, and fully understands and accepts all of the obligations, rights, responsibilities, liabilities and waivers under the Membership Agreement and Terms and Conditions of Membership. Member and any applicable parent or guardian-further acknowledges that the recurring payment provisions (charges to debit or credit card), automatic renewal provisions, and cancellation procedures and applicable dates have been thoroughly explained and are understood.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Member's Signature

Date

Parent/Guardian Signature

Date

Initials\_\_\_\_\_



## **ACCESS MEMBERSHIP TERMS & CONDITIONS**

1. **Benefits of Membership:** Members shall be entitled to receive unlimited chiropractic visits per billing cycle. These services are provided on an expedited basis and require an appointment at a time convenient to Member(s) during normal clinic operating hours. Member(s) must be current on their membership fees to receive their membership benefits. The Clinic reserves the right to deny or refuse to re-enroll any Member who has failed to remit his/her membership payment(s) in a timely manner or who has engaged in conduct in violation of any of these terms or conditions or of the Membership Agreement.

2. **Obligations of Member:** Member agrees to abide by the Terms and Conditions set forth herein and in the Membership Agreement. Members are financially responsible for all membership dues and related fees. The Clinic reserves the right to collect any and all delinquent dues or fees owed by a Member. If a Member becomes delinquent in payment of his/her dues or fees the Clinic reserves the right to refer such Member to a collection agency and Member shall be required to pay all reasonable collection costs associated with the collection of such unpaid dues or fees as allowed by the State of Nebraska. Member understands that Member's credit/debit card information will not be monitored by our software system, including the date of expiration. Failure on the part of Member to provide the Clinic with updated, current, credit/debit card information may result in termination of Member's membership. Member agrees to timely notify the Clinic of any changes in Member's personal information, including mailing address, telephone number and credit/debit card information. Member's failure to timely report such changes may constitute grounds for termination of Member's membership and be subject to cancellation penalties.

3. **Obligations of Clinic:** We agree to make the benefits of membership available to you at all times during the dates of your membership in accordance with the terms of your membership plan.

4. **Transferability:** Memberships not sharable or transferable between patients, including between Members and family Members.

5. **Cancellation/Termination of Membership:** Cancellations will not be done over the phone or via email. All cancellation requests will become effective thirty (30) days from the date the cancellation request is received in writing and processed. Payments due prior thereto will be charged as scheduled and Member will have thirty (30) days to use his/her membership after the final charge to his/her account. Except as otherwise required by applicable law, no refunds will be made for not using your membership if the Member cancels.

6. **Liability Disclaimer:** All chiropractors affiliated with the Clinic are licensed professionals who are required to comply with existing state and federal laws and licensing regulations. Member acknowledges that chiropractic services can be hazardous to one's health and can result in



injury, prolonged soreness or sharp, extreme pain. Member acknowledges that all chiropractic services that Member will receive through the membership will be performed only by licensed chiropractors. The Clinic nor its affiliates guarantees or warrants any certain results or outcomes from the chiropractic services received through the membership. The Clinic and its affiliates are not liable for the independent professional health care decisions, services, and advice you receive from licensed chiropractors through your membership.

7. Copy of Agreements: Upon request, Member is entitled to receive a copy of the Membership Agreement and these Terms and Conditions.

8. Governing Law: The validity of any of the terms and provisions of this Agreement as well as the rights and duties of the parties hereunder, will be governed by the laws of the state of Nebraska.

**CLINIC FEES**

**GETTING STARTED**

Consult: \$100/20-minutes. Fee can be applied to full exam if scheduled within 10 days.

Exam: \$200/person. Includes first adjustment. Required one time only. Fee applied to Family Membership Agreement if signed within 10 days.

**SHORT-TERM**

1 Month Unlimited Individual: \$400

Single Drop In visit: \$70/visit

**INITIAL 12 MONTHS**

Access Membership Individual (initial): \$130

Access Membership Family (Initial): \$300

Access Membership Dual\* (Initial): \$250

\*\*All Initial Memberships have added benefits

**WELLNESS 12 MONTHS**

Access Membership Individual (Wellness): \$130

Access Membership Family (Wellness): \$230

Access Membership Dual\* (Wellness): \$200

\*\*All Wellness Memberships have added benefits

**MONTH-TO-MONTH**

Month-to-Month Individual (Wellness): \$170

Month-to-Month Family (Wellness): \$260

Month-to-Month Dual\* (Wellness): \$300

\*Dual memberships are offered at the Clinic's discretion. Cases where these may be offered are in households without children or where a single parent only has one dependent child.

\*\*Added benefits include: cold laser, (4) quarterly consults, \$200 voucher to use towards appointments outside hours (if available), consult, HRV test (all valued at \$100), discounts on supplements available in FullScript Dispensary, and two (2)-20% off BioCODE scans for members included on membership only..

Initials\_\_\_\_\_