DOR MEGAN ELLWANGER

Member Name:

Other Members:

Address:

Contact Phone:

Email:

Valid Driver's License

Membership Terms & Agreement 1

Initials_____

DR MEGAN ELLWAN

BILLING INFORMATION AND AUTHORIZATION:

Total Recurring Monthly Plan Cost:

Dates of Recurring Charges:

Card Number: *MUST keep active card on file in JaneApp.

Members Names & DOB:

This Membership Agreement ("Agreement") is entered by and between Dr. Megan Ellwanger, PLLC ("Clinic") and Member ("You").

By signing below, you (or your parent/guardian, as applicable) authorize Us (or our authorized representative) to charge the account (credit/debit card) you have specified above. Monthly payments will be withdrawn on or after the same day of each month unless prohibited by the number of days in the month, in which case the fee will be withdrawn the last day of the month.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 (or your parent/guardian, as applicable) authorize Clinic (or our authorized representative) to charge the credit/debit card on file in lieu of presenting it for any services received at your request.

The Clinic agrees to sell and you agree to purchase the membership, services and benefits described herein. You (or your parent/guardian, as applicable) agree to pay Us the membership, services and benefits according to the payment schedule above. Your signature (or the signature of your parent/guardian, as applicable) below indicates your agreement (and the agreement of your parent/guardian, as applicable) to be bound by this Agreement and its Terms and Conditions. All persons signing this Agreement are equally responsible for paying it in full.

YOU ACKNOWLEDGE READING A COMPLETED COPY OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS BEFORE SIGNING BELOW.

Member's Signature

Date

Parent/Guardian Signature

Date

Membership Terms & Agreement 2

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DR MEGAN ELLWANGE

MEMBERSHIP AGREEMENT

1. Membership Fee.

You have elected to pay \$_____ on a monthly basis starting on the effective date stated above. You understand and acknowledge that your membership will automatically renew on a month to month basis at \$_____ until your membership is canceled. 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 the payment of the monthly payment due for the membership. Your membership entitles You to receive an unlimited number of chiropractic visits per billing cycle

By signing below Member authorizes Clinic (or our authorized representative) to charge the credit/debit card presented by the Member 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 for amounts owed with a final due date listed. Any paper invoices not timely satisfied may be referred to a collection agency. *Membership terms and payment will continue per agreement, 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.

By signing this Agreement You are authorizing The Clinic to automatically renew your membership on your behalf each month. Upon each such automatic renewal We will automatically deduct your monthly membership fee from your credit/debit card account, unless You notify Us in writing that You wish to cancel your membership. Memberships may be discontinued, canceled or changed at any time with notice to the Doctor in writing. 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 Revive to respond. It

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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 the account balance will be provided and payment on file run. If the Member cancels within term 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) 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 imposes no liability or responsibility upon any person or entity other than The Clinic.

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 hereby and are to be considered part of this Membership Plan Agreement

MEMBER ACKNOWLEDGMENT

By signing below Member (and Member's parent or guardian, as applicable) acknowledges that Member (and Member's parent or guardian, as applicable) 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 Member's parent or guardian, as applicable) 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.

Executed this _____ day of _____, 20____.

Member's Signature (or Parent/Guardian)

Date

DR MEGAN ELLWAN

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 Members during normal clinic operating hours. Members must be current on their membership fees to receive their membership benefits. We reserve 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. We reserve the right to revise, amend or alter these Terms and Conditions without notice to Member and such changes will become effective immediately without further action required on the part of Us or anyone else. Membership may be revoked at any time for failure to abide by the Membership Agreement or these Terms and Conditions. Members are financially responsible for all membership dues and related fees. We, on our own or through our designee, reserve 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, We, on our own or through our designee, reserve 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. Member understands that Member's credit/debit card information will be monitored by our software system, including the date of expiration. Failure on the part of Member to provide Us with updated, current, credit/debit card information may result in termination of Member's membership. Member agrees to timely notify Us 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. Our Obligations: 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. We have fees set at 48 weeks which allows for holiday time off for both members and doctor without a reduction in value.

4. Changes to Terms and Conditions: We reserve the right to revise, amend or alter these Terms and Conditions without notice to Member, and such changes will become effective immediately without further action required on the part of Us or anyone else. Membership may be revoked at any time by Us for failure to abide by these Terms and Conditions, and We, on our own or through our designee, reserve the right to discontinue service to any Member that fails to abide by the terms of membership.

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

/ DR MEGAN ELLWANGER

6. Representations: Member agrees that the Membership Agreement and these Terms and Conditions, and the application and intake forms filled out by Member, sets forth the entire agreement and understanding of all terms and conditions of membership that exist between Member and The Clinic.

7. 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 and processed. Payments due prior to the effective date 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.

8. Liability Disclaimer: All chiropractors affiliated with Us 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 you received through the membership. The Clinic and its affiliates are not liable to you for the independent professional health care decisions, services, and advice you receive from licensed chiropractors through your membership.

9. Entire Agreement: These Terms and Conditions, together with the Membership Agreement and any application and intake forms filled out by Member, constitute the entire agreement by and between Us and Member. If any provision of the Membership Agreement or these Terms and Conditions is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Membership Agreement and these Terms and Conditions shall remain in full force and effect.

10. Transfer by Us: We reserve the right to transfer or assign this Membership Agreement or any rights or obligations contained herein without notice to Member. Member may not assign or transfer any rights conferred through this Membership Agreement without our written authorization.

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

12. 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 where the Members membership is maintained

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DR MEGAN ELLWANGER

CLINIC FEES

1. <u>GETTING STARTED:</u>

Basic Consult REQUIRED

Fee: \$100
Time: 20 minutes
Purpose: virtual call to determine next steps with/without doctor's direct help based on the individual's history and current concerns and goals. Can be scheduled additionally as needed/wanted/recommended.

Intensive Consult OPTIONAL

Fee: \$350
Time: 40 minutes in person (Dr. Megan will do full case review prior)
Purpose: Full case review, full examination, full holistic recommendations, one (1) treatment *Can be scheduled additionally as needed/wanted/recommended.*

2. CONTINUING WITH DR. MEGAN

A) NON-MEMBER DROP IN

Fee: \$70/visit

B) NEW MEMBER OPTIONS (6 MONTH TERM)

Individual: \$200 Family: \$320 Dual*: \$250

**BONUS MEMBER BENEFITS: cold laser free (\$20/session value), 2 consults (scheduled at midpoint and end of term) \$100 voucher to use towards emergency visit, housecall, consult, HRV test (all valued at \$100), discounts on supplements available in FullScript Dispensary, and 10% off BioCODE tests (does not include recommended remedies).

*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.

WELLNESS MEMBER (12 MONTH TERM)

Individual: \$130 Family: \$230 Dual*: \$200 WELLNESS (MONTH-TO-MONTH) Individual: \$170 Family: \$300 Dual*: \$260

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OTHER CLINIC FEES

These fees are subject to change and not tied to member fees or guaranteed through membership. Fees will be charged as scheduled/posted on Jane (Scheduling App). Current fees will be readily available/posted on both Jane & www.drmeganellwanger.com

COLD LASER

\$20/session

PRIVATE REHAB/ RETAINED PRIMITIVE REFLEX \$100/20 min

PRIVATE CRANIOSACRAL/ CRANIAL \$100/20min

ACUPUNCTURE

Dr. Megan has taken national boards which requires much more education and training than those doing dry needling or who do not have accredited certifications. *Must have consult OR be a member prior to utilizing services*

Private Session: \$100 Express Healing: \$60 Needleless: \$100 Ear seeds: \$15