

NORTHEAST VETERINARY NETWORK, LLC
P.O. Box 630061
Riverdale, New York 10463
Phone (718) 549-7742 - Fax (718) 549-7813
www.nyvetnet.com

Participation Agreement for Veterinarians

Northeast Veterinary Network, LLC has organized a veterinary care plan to provide access to quality veterinary care for the benefit of its members (hereinafter referred to as MEMBER). Each MEMBER has entered into an Agreement with the Northeast Veterinary Network, LLC (hereinafter referred to as NVN) to receive the benefits conferred by membership in the plan.

THIS AGREEMENT is made and entered into between Veterinarian (hereinafter referred to as VET) completing this Participating Veterinarian enrollment document at NVN website on the date indicated, and Northeast Veterinary Network, LLC, a New York Limited Liability Company, incorporated under the laws of the State of New York and duly authorized to do business in the State of New York. Northeast Veterinary Network, LLC will, hereinafter, be referred to as NVN.

1. PURPOSE OF AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which new member referral opportunities will be offered to NVN participating veterinarians in exchange for quality veterinary services at NVN member rates as published, and amended from time to time, on the NVN website.

2. NO FEES

NVN does not require the veterinarian to pay a fee for his/her participation in NVN or for publication of veterinarian's practice information on the NVN website.

3. INDEPENDENT PRACTITIONERS

NVN participating veterinarians are independent practitioners and are not under the personal or professional direction or control of NVN. All professional and financial arrangements for veterinary services are made between MEMBER, acting as an individual, and NVN participating veterinarian, acting as an independent professional. NVN does not become involved, beyond posting the schedule of veterinary rates and procedures published on the NVN website, with professional fees, services, or payment for same. NVN participating veterinarians agree to offer Members the lower of the NVN network fee, as posted on NVN website, or VET's usual fee for services rendered.

It is understood and agreed that this Agreement shall not be interpreted as creating any partnership or joint venture relationship by, between or among NVN, the Providers, the Members or personnel providing veterinary services on behalf of providers.

4. NVN RESPONSIBILITIES

NVN shall make available to the MEMBERS a list of participating veterinarians that have executed this AGREEMENT.

5. NVN WEBSITE and Publication of Participating Veterinarian Information

VET agrees to permit NVN to post his/her Name and Practice name and Information on NVN Website, and to use this information about VET and his/her veterinary practice for routine informational and promotional purposes in the course of enrolling new members, and for referral of prospective new members to VET. VET may edit, delete, or request that posted information be edited or deleted at any time.

6. VETERINARIAN'S RIGHTS and OBLIGATIONS

a. VET agrees to require that all employees of VET and all partners, associates, supervisors, and personnel under his/her control, render services to MEMBERS in accordance with the terms of this AGREEMENT. VET agrees to perform all necessary veterinary services, which he/she customarily renders, to each MEMBER during his/her regular business hours, subject to a prior appointment; provided however, that VET shall have the right within the framework of professional ethics or public safety, to reject any member seeking his/her services. If VET should be absent from his/her practice for any reason longer than ninety (90) days, NVN may terminate this AGREEMENT upon ten (10) days notice by email or certified or registered mail.

b. VET agrees to offer to MEMBERS professional services at rates set forth by NVN on NVN website. These rates may change from time to time without notice, to reflect trends in veterinary fees in the region. VET may terminate his/her AGREEMENT with NVN by submitting written notice by email or certified or registered mail to NVN thirty (30) days in advance of desired termination date.

c. NVN professional fees and services, posted on NVN website, will be reviewed and possibly amended by NVN from time to time. A course of treatment for a NVN member which commenced prior to such change will be continued at terms and rates set forth by NVN on the date that same services commenced.

d. Services shall be rendered to pets of MEMBERS who present written evidence of membership (membership I.D. card) when requested by VET at the time that services are rendered. Member verification can also be confirmed at NVN website, using member ID supplied by NVN to each member. In the absence of such evidence of membership, or advice from NVN, the veterinarian has no obligation to offer professional service at NVN member rates.

e. VET agrees to render services to the MEMBER'S pets in accordance with the standards and ethics consistent with generally accepted principles of sound veterinary practice and in the best interests of the MEMBER'S pets with respect to the course of treatment, quality of treatment, competence, care and concern for the welfare and needs of MEMBER'S pets, for whom his/her professional services are sought. Furthermore, VET agrees to provide services for MEMBER's pets with the same care, attention, office schedules and/or physical setting VET customarily provides for patients who are not MEMBER'S pets. VET shall not differentiate or discriminate in the treatment of MEMBER's pets in any way by reason of the fact that they belong to MEMBERS.

f. In the event this AGREEMENT is terminated by either party in accordance with the procedure set forth within, VET agrees that at the time the patient seeks an

appointment he will notify each patient who is a MEMBER prior to giving service that VET is no longer affiliated with the NVN.

7. RIGHT TO TERMINATE

a. This agreement is effective, following signature of the VET, on the date it is approved by NVN, and the agreement continues in effect until terminated in a manner as provided below.

b. NVN or VET may terminate this agreement at any time for any reason by written notice, including email notice.

c. Termination shall be effective immediately unless a later termination date is requested, and agreed to by VET and NVN.

d. Upon request of NVN, VET shall honor all NVN Member appointments scheduled prior to the date of termination and complete all procedures which commenced prior to the date of termination at terms and rates set forth by NVN on the date that same services commenced.

8. PAYMENT

a. VET shall be responsible for charging and collecting from the MEMBER, the fees billed at rates not to exceed those set forth in the schedule by NVN. If any service provided to a MEMBER by VET is not listed in said schedule, including necessary variations of listed procedures, VET hereby agrees to charge fees that will result in MEMBER rate reduction, if applicable, consistent with those set forth by NVN. In any event, VET shall bill for said service at a rate not in excess of his/her usual and customary fee. VET agrees to look solely to the MEMBER for payment.

b. NVN shall have no responsibility or liability other than referring MEMBERS to VET. VET specifically understands and acknowledges that in the event of any unresolved dispute for payment claimed by VET, NVN shall not be obligated in any way to pay VET for any part of his/her service under this AGREEMENT and under no circumstances will VET make or have any claim against NVN.

9. MALPRACTICE and LIABILITY INSURANCE

a. Although it is specifically understood and agreed that NVN is not in any way liable, either directly or vicariously, for those professional services rendered by VET to any MEMBER, VET shall procure and maintain at his/her own cost and expense, general liability, professional liability and/or any other insurance coverage as may be required for his/her practice to insure each VET, agents and employees against any liability, claims or damages arising out of any of the services rendered to any MEMBER under this AGREEMENT. VET shall provide evidence of Liability or Malpractice insurance upon request, from time to time, by NVN.

b. VET agrees to fully indemnify and hold harmless NVN or any of its agents, servants and/or employees from any controversy, claim, litigation, or proceeding arising from the execution of the AGREEMENT with VET or arising from VET's performance of his/her professional services of this AGREEMENT.

c. Upon request, VET shall provide to NVN evidence of good professional standing with the New York State Department of Education or other licensing or regulatory authority. VET shall also provide NVN written notification of any pending disciplinary action or warning issued by any professional organization or government authority regulating VET'S professional veterinary practice.

10. NON-EXCLUSIVITY

This Agreement does not prevent NVN or VET from entering into similar agreements with other veterinary service providers/organizations.

11. HOLD HARMLESS

VET will indemnify and hold NVN harmless for any legal action or loss, real or perceived arising out of his/her membership in NVN, including but not limited to the posting of his/her practice information on NVN's website.

12. ASSIGNMENT

This AGREEMENT is intended to secure the personal services of VET as a participating veterinarian, and shall not be assigned or transferred by VET without the written consent of the NVN.

13. WAIVER

A waiver of any breach of this AGREEMENT or of any of the terms or conditions by either party shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions. No waiver shall be valid or binding unless it shall be in writing and signed by the parties.

14. NOTICES

All written notices shall be deemed to have been made at the time of posting and shall be sent to the following addresses set forth below.

15. ENTIRE CONTRACT

This AGREEMENT embodies the entire understanding of the parties and may be amended only in writing.

16. SEVERABILITY AND CHOICE OF LAW

If any one or more of the provisions of this AGREEMENT should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The laws of the State of New York shall govern this AGREEMENT.

17. ELECTRONIC SIGNATURE: VET indicates his/her agreement with terms and conditions of this document by electronic (I Agree) confirmation statement attached hereunto. Electronic Signature Agreement confirms that by signing any agreement on this site, he/she is signing the Agreement electronically. VET agrees his/her electronic signature is the legal equivalent of his/her manual signature on the Agreement. By signing the agreement, VET consents to be legally bound by the Agreement's terms and conditions.

If you have any questions or comments, please contact us at:

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