

AMERICAN PET PLAN, INC.
PARTICIPATION AGREEMENT FOR VETERINARY PROVIDER / BUSINESS

This agreement is made by and between American Pet Plan, Inc. (hereinafter referred to as "APP") and the individual or entity below (hereinafter referred to as "Provider").

- 1.) **PURPOSE OF AGREEMENT** - To establish the terms and conditions upon which provider will participate in the Plan offered by APP.
- 2.) **NATURE OF AMERICAN PET PLAN** - APP is organized for the purpose of serving as a veterinary referral program. To pursue this purpose, APP enters into a participation agreement with the Provider whereby individuals and their pets (hereinafter referred to as "Members") will be referred to Veterinarians participating in this referral plan. The Provider, in turn, agrees to the Schedule of Fees for each referred Member. This Participation Agreement does not constitute nor is it intended to constitute an insurance contract. American Pet Plan, Inc. is NOT an insurance company and is NOT managed care.
- 3.) **NEGOTIATING AUTHORITY** - APP shall have the authority to contact potential Members on behalf of the participating Providers for the purpose of referring such potential Members to the participating Provider. APP shall have the authority to offer the programs, services, procedures, terms, and conditions outlined in this Agreement to potential Members for the purpose of referring to them to Providers.
- 4.) **PROVIDER CARE AND SERVICE TO MEMBERS** - Provider has agreed to provide care and service to Members who participate in the Plan and provide the same care, service, attention, office schedules, and physical setting the Provider customarily provides for others who are not referred to the Provider under this Plan. Further, the Provider agrees to take no action to encourage or enhance utilization of the Plan which is not necessary or required for the good of the Member.
- 5.) **LIABILITY INSURANCE** - Provider shall, at their own expense, procure and maintain such policies of general liability, professional liability and other insurance as may be necessary to insure each party and its officers, agents, and employees, against any liabilities, claims, or damages arising by reason of personal injuries or death, occasioned directly or indirectly by any such party or its officers, agents or employees in connection with the performance of that party's responsibility under this Agreement. The amount of coverage shall be customary and reasonable in light of Providers line of business. Provider will provide evidence of such coverage to APP upon request. Provider shall also indemnify and hold harmless APP for any claims arising out of Providers performance of its responsibility under this Agreement. In any event, Provider shall maintain liability insurance, or an equivalent program of self-insurance in the minimum amount required by any Federal, State or local requirements.
- 6.) **INDEPENDENT AGENT** - In the performance of their obligations under this Agreement, APP and Provider and their agents and employees are at all times acting and performing as independent contractors. Nothing in this Agreement between APP and Provider creates the relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely to carry out the provisions of this Agreement. Neither party shall have nor exercise any direction over the method by which the other performs their duties and responsibilities under this Agreement.
- 7.) **TERMINATION OF AGREEMENT** - This agreement shall be for a period of one year and shall commence on date executed below by APP but may be terminated by either party with or without cause upon written notice 30 days prior to the anniversary date. In good faith to the public, Provider agrees to continue to treat current Members after termination of this agreement for the duration of Members membership.
- 8.) **MISCELLANEOUS** -
 - (a) Confidentiality - Provider agrees to keep confidential the terms and conditions of the Participation Agreement.
 - (b) Counterparts - This Agreement may be executed in counterparts, each of which shall be deemed to be original, but all of which shall constitute one in the same Agreement.
 - (c) Representations of Provider:
 - (1) Provider recognizes that participation in the Plan is dependent upon Providers license to do business in the State in which he/she practices, professional competence, ethical standards, and willingness to participate and adhere to the highest standard of professional service.
 - (2) APP shall not be held responsible or liable for negligence or malpractice on the part of Provider or any of Providers employees.
 - (3) Provider agrees that for a period of thirty-six (36) months from and after the termination of this Agreement, Provider will not directly or indirectly organize or offer to APP Providers or similar Providers, a Plan similar to that of APP.
 - (4) Provider agrees to adhere to this Participation Agreement for the duration of this contract.
 - (5) Provider agrees to continue to treat Member for the duration of Members membership after termination of this agreement.
- 9.) **REPRESENTATIONS OF PLAN** - APP represents and warrants to Providers that it will use its best efforts to secure maximum participation of Providers for the purpose of referring Members to the Providers.
- 10.) **NOTICES** - Any notices under this Agreement may be effectuated by deposit in the U.S. Mail, Certified, Return Receipt Requested.
- 11.) **PROVIDERS LICENSE** - Provider warrants to APP that Provider is currently licensed to conduct its appropriate business or service in the state he/she practices in. Provider further warrants to notify APP immediately of any proceedings including, but not limited to revocation or suspension of the Provider's license brought by the appropriate licensing body.
- 12.) **ENTIRE CONTRACT** - This Agreement constitutes the entire Agreement of the parties. This Agreement supersedes any prior written or oral understanding of the parties with respect to the subject matter of this Agreement. Any amendment or change of this Agreement shall be evidenced by a written document attached to and made part of this Agreement. This agreement is effective upon the date of execution by APP.

PROVIDER INFORMATION (Please type or print legibly)

<hr/> Provider Name	<hr/> Business Name		
<hr/> Address	<hr/> City	<hr/> State	<hr/> Zip
<hr/> Telephone#	<hr/> Fax#	<hr/> E-Mail Address	
<hr/> Tax Identification# or Social Security#	<hr/> State Licensing#		
<hr/> X Authorized Signature	<hr/> Title	<hr/> Date	

Reverse side must also be completed