



Membership Agreement



This Membership Agreement (the "Agreement") specifies the terms and conditions under which you, the undersigned Member ("Member"), may participate in the **Nuliving MD Extra Special Patient ("ESP") Membership Club ("NLMDESP MC")**. The **NLMDESP MC** is provided by **The NULIVING OPTIMAL WELLNESS AND LONGEVITY CENTER, PLLC (NLOWLC, PLLC)** This agreement will become effective as of the date set forth by the **NLMDESP MC** at the end of this Agreement (the "Effective Date")

1. **Nuliving MD Extra Special Patient Membership Club.** The ESP Membership Club' s annual fee encompasses the following services ("Services")
 - a. **Annual State-of-the-Art Health Assessment**
 - b. **ESP Wellness Plan**
 - c. **ESP Nutritional Assessment**
 - d. **Annual H Scan**
 - e. **Electronic Medical Health Record**

In addition to the Services, the following benefits are provided to **ESP Club** members:

- f. Same or Next-Day Appointments**
- g. Relaxed and Thorough Visits**
- h. On-time Appointments**
- i. Physician Availability (24/7) by Personal Pager or Cell Phone**
- j. Special Secure Patient E-Mail Portal**

2. Annual Membership Fee. Each member of the ESP Membership Club will pay an annual fee of \$1800 to **NLOWLC, PLLC (NULIVING OPTIMAL WELLNESS AND LONGEVITY CENTER, PLLC)**

3. Renewals and Terminations. The annual membership fee covers a period of one (1) year. Failure to pay the annual membership fee prior to the anniversary of the Effective Date shall result in the termination of your membership in the **NLMDESP MC**. (For example, if the Effective Date is November 20, 2009 then you must renew on or before November 19, 2010) . You or **NLMDESP MC** may terminate this Agreement at any time upon 30-days prior written notice. If you or **NLMDESP MC** terminate this agreement for any reason, you will be entitled to a prorated refund of any unused portion of your annual membership fee. Such prorated refund will be based on the number of days you have participated in the **NLMDESP MC**, and whether you have received your **Annual State-of-the-Art Health Assessment**. It is further agreed that no more than 20% of the annual membership fee will be refunded if the member has had the **Annual State-of-the-Art Health Assessment**. Upon **NLMDESP MC's** receipt of this signed agreement and the annual membership fee, **NLMDESP MC** shall have the option, in its' sole and absolute discretion, not to accept this Agreement and to return your payment to you (e.g. due to limitations on the number of Members).

- 4. Medical Care Services Excluded from Annual Membership Fee.** The annual membership fee specified herein covers only the defined Services. **NLMDESP MC** will not seek reimbursement from any insurer or other third-party payor for the Services. Except for the physical examination portion of the **Annual State-of-the-Art Health Assessment** , which is provided by **Alan S. Terlinsky M.D. PC.**, you and/or insurer , as the case may be, will be financially responsible for paying for all healthcare and medical care services received by you from **Alan S. Terlinsky MD PC.**, and his staff. **Alan S. Terlinsky M.D. PC.** will bill you and/or your insurer, as the case may be, for those medical or health care services provided to you.
- 5. Co-payments.** The membership fee does not affect the co-payments, co-insurance, or deductibles that you are required to pay pursuant to terms of your insurance coverage. You will continue to be financially responsible for any co-payments, co-insurance or deductible amounts required by your insurer.
- 6. E-mail Communications; Privacy.** If you wish to send e-mail communications to and receive e-mail responses from **Alan S. Terlinsky M.D. PC** and/or his employees, agents and representatives, including the **Nuliving MD Extra Special Patient (“ESP”) Membership Club**, you should be aware that e-mail is not a secure medium for sending or receiving potentially sensitive personal health information. Although the **NLMDESP MC** and **Alan S. Terlinsky M.D. PC** will take steps to keep your communications with **NLMDESP MC** and **Alan S. Terlinsky M.D. PC** and/or their respective employees, agents and representatives, confidential and secure, the confidentiality of e-mail communications cannot be assured or guaranteed. You also acknowledge and understand that e-mail is not a good medium for urgent or time-sensitive communications. In the event a communication is time-sensitive, you must communicate with **Alan S. Terlinsky M.D. PC** by telephone or in person. You acknowledge and understand that, at the discretion of **Alan S. Terlinsky M.D. PC**, your e-mail may become part of your permanent medical record.

7. **Entire Agreement.** Each of the undersigned agrees to the terms of this Membership Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein.

8. **Notices.** Any communications required or permitted to be sent under this Agreement shall be in writing and sent via facsimile or via certified mail, return receipt requested, to the address set forth below. Any change in address shall be communicated in accordance with the provisions of this section.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the **State of Virginia.**

NLMDESP MC Physician: Alan Terlinsky M.D.

INSURANCE INFORMATION (as printed on your ID card)

Primary Insurance _____ ID# _____.

Address _____.

MEMBER INFORMATION

Each of the undersigned members acknowledges that he or she freely and voluntarily executed this Agreement.

MEMBER'S PRIMARY ADDRESS

Street Address. _____.

:

City State ZIP _____.

Phone Fax Cell _____

FIRST MEMBER'S NAME

FIRST MEMBER'S SIGNATURE

(Please Print)

(Date)

(Date of Birth)

(Social Security Number)

SECOND MEMBER'S NAME

SECOND MEMBER'S SIGNATURE

(Please Print)

(Date)

(Date of Birth)

(Social Security Number)

MEMBER BILLING

You may pay for your membership with either a check for credit card.
Please make your checks payable to:

NLOWLC, PLLC (NULIVING OPTIMAL WELLNESS AND LONGEVITY CENTER, PLLC)

- Individual Membership \$1800 Couple Membership \$3600
- Check enclosed
- VISA
- MasterCard
- Special Offer Credit (if available)

NAME IT APPEARS ON CARD _____.

CARDNUMBER _____.

EXPIRATION DATE _____.

