

# MW Made Well Again Business Membership Contract

THIS TELEHEALTH CONCIERGE MEMBERSHIP AGREEMENT (the "Agreement") will go into effect on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between:

\_\_\_\_\_ ("The Client") and Made Whole Telehealth Concierge Services/Made Well Again. ("The Contractor").

## BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"): Please Select Individual Plus Membership Plan

<b>Number of Employees 2-10</b> \$150/mo. <input type="checkbox"/> (Contact me if you are sole owner and no employees)	<b>Number of Employees 11-20</b> \$250/mo. <input type="checkbox"/>	<b>Number of Employees 21-30</b> \$350/mo. <input type="checkbox"/>
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<b>Number of Employees 31-40</b> \$450/mo. <input type="checkbox"/>	<b>Number of Employees 41+</b> Please contact me for quote <input type="checkbox"/>
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Each membership package will act a retainer for services and employees will also pay a discounted flat visit fee of \$35 per visit each time services are rendered. This fee will not change for weekend or afterhours visits, because of the Membership contract held with said Client. This membership will also allow employees access to discounted labs and other medical services.

- 2. The Services will also include any other services the Parties may agree on. The Contractor hereby agrees to provide such Services as agreed upon with the Client.

## TERM OF AGREEMENT

- 3. The term of this Agreement (the "Term") will begin on \_\_\_\_\_ and will remain in full force and effect for one year at which time the TERM may be extended or terminated.

## **PERFORMANCE**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **COMPENSATION**

5. The Contractor will charge the Client for the Services at the rate of the chosen package per month (the "Compensation").
6. The Client will be invoiced every month.
7. Invoices submitted by the Contractor to the Client are due upon receipt.
8. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.
9. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **CONFIDENTIALITY**

10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
11. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
12. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

## **CAPACITY/INDEPENDENT CONTRACTOR**

13. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

**RIGHT OF SUBSTITUTION**

14. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a ~~third-party~~ sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

15. In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

**NOTICE**

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- The Client \_\_\_\_\_(Name/Company responsible party)  
 \_\_\_\_\_(Full Address)  
 \_\_\_\_\_, Texas \_\_\_\_\_  
 \_\_\_\_\_(Contact Number)  
 \_\_\_\_\_(Fax)  
 \_\_\_\_\_(email)

- Made Whole Telehealth Concierge Services, LLC  
 PO BOX 1345  
 Lampasas, Texas, 76559  
 Tel: 281-989-3319/512-639-1323 Fax: 888-616-0348  
[ccravens@madewellagain.com](mailto:ccravens@madewellagain.com)  
 MAKE CHECKS PAYABLE TO "MADE WELL AGAIN"

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being sent.

**ENTIRE AGREEMENT**

17. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

**ENUREMENT**

18. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**TITLES/HEADINGS**

19. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**GENDER**

20. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

21. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

**SEVERABILITY**

22. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

23. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provision.

**LIABILITY**

24. The contractor is in no way liable for any service (s) provided to clients' condition before rendered and or if client refuses treatment to adherence to provided protocol of treatment. Also, it is at the contractor's discretion to make a medical judgement whether that illness can safely be treated via telehealth, and a referral will be given if warranted to see specialist or other specific medical services.

Client: \_\_\_\_\_ Contractor: [MW Made Well Again](#)

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

# MW Made Well Again Individual Plus Membership Contract

THIS TELEHEALTH CONCIERGE MEMBERSHIP AGREEMENT (the "Agreement") will go into effect on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between:

\_\_\_\_\_ ("The Client") and Made Whole Telehealth Concierge Services/Made Well Again. ("The Contractor").

## BACKGROUND

C. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.

D. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

25. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"): Please Select Individual Plus Membership Plan

<p><b>Number of Member/s</b></p> <p><input type="checkbox"/> 1     \$ 45.00    1 Adult</p> <p><input type="checkbox"/> 2     \$ 65.00    2 Adults</p> <p><input type="checkbox"/> 3     \$ 80.00    2 Adults, 1 Child</p> <p><input type="checkbox"/> 4     \$ 95.00    2 Adults, 2 Children</p> <p><input type="checkbox"/> 5     \$110.00   2 Adults, 3 Children</p> <p><input type="checkbox"/> 6     \$135.00   2 Adults, 4 Children</p> <p>If more then 4 children please contact me, or if more then 2 adults, please contact me, for pricing.</p>	<p>1 Year Contract of Monthly payments, recurrent or montly installments.</p>	<p><input type="checkbox"/> Full Payment of Annual Membership will get you 1 month free (So you pay only 11 full months.).</p> <p><input type="checkbox"/> Join First month of 2022, through January 31<sup>st</sup>, 2022 you will get a 10% discount for the full year membership (that's over a month discount in savings!!).</p>
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Each membership package will act as a retainer for services with individual or family members and they will *not pay a co-pay per visit each time services are rendered. As long as services rendered are Monday through Friday, 08:00am to 5:00pm. There will be a small \$45.00 fee for weekend or afterhours visits, however due to the exclusiveness of the Membership contract held with said Client/s, the members will always have contact with Contractor (Provider) that is on call.* This membership will also allow employees access to discounted labs, medications and other medical services.

26. The Services will also include any other services the Parties may agree on. The Contractor hereby agrees to provide such Services as agreed upon with the Client.

## **TERM OF AGREEMENT**

27. The term of this Agreement (the "Term") will begin on \_\_\_\_\_ and will remain in full force and effect for one year at which time the TERM may be extended or terminated.

## **PERFORMANCE**

28. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **COMPENSATION**

29. The Contractor will charge the Client for the Services at the rate of the chosen package per month (the "Compensation").
30. The Client will be invoiced every month.
31. Invoices submitted by the Contractor to the Client are due upon receipt.
32. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.
33. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **CONFIDENTIALITY**

34. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
35. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
36. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

## **CAPACITY/INDEPENDENT CONTRACTOR**

37. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the

Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

## RIGHT OF SUBSTITUTION

38. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
39. In the event that the Contractor hires a sub-contractor:
- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

## NOTICE

40. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- The Client \_\_\_\_\_ (Name/Company responsible party)

\_\_\_\_\_ (Full Address)

\_\_\_\_\_, Texas \_\_\_\_\_

\_\_\_\_\_ (Contact Number)

\_\_\_\_\_ (Fax)

\_\_\_\_\_ (email)

- Made Whole Telehealth Concierge Services, LLC (DBA: Made Well Again)  
PO BOX 1345  
Lampasas, Texas, 76559  
Tel: 281-989-3319/512-639-1323 Fax: 888-616-0348  
[ccravens@madewellagain.com](mailto:ccravens@madewellagain.com)  
*MAKES CHECKS PAYABLE TO "MADE WELL AGAIN"*

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being sent.

## ENTIRE AGREEMENT

41. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

**ENUREMENT**

42. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**TITLES/HEADINGS**

43. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**GENDER**

44. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

45. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

**SEVERABILITY**

46. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

47. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provision.

**LIABILITY**

48. The contractor is in no way liable for any service (s) provided to clients' condition before rendered and or if client refuses treatment to adherence to provided protocol of treatment. Also, it is at the contractor's discretion to make a medical judgement whether that illness can safely be treated via telehealth, and a referral will be given if warranted to see specialist or other specific medical services.

Client: \_\_\_\_\_ Contractor: [MW Made Well Again](#)

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_