

ELIZABETH KLEBE DVM LLC

VETERINARY SERVICES CONTRACT

Owner and Horse Information

OWNER INFORMATION (please print)

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ CELL: _____

E-MAIL: _____ PREFERRED CONTACT: _____

HORSE INFORMATION

Name	Age	Breed	Color	Gender
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

STABLE: _____ PHONE: _____

STABLE ADDRESS: _____

RELEVANT MEDICAL HISTORY (attach separate page if necessary): _____

INSURANCE COMPANY: _____ PHONE: _____

EMERGENCY CONTACT: _____ PHONE: _____

By signing this document on the following page, you are forming a contract with ELIZABETH KLEBE DVM LLC, which contract creates certain rights and obligations including, but not limited to, those described on such page. Payment is required at the time of service unless prior arrangements have been made. Insurance claim payments for major medical claims will be sent to you directly from your insurance company.

ELIZABETH KLEBE DVM LLC

VETERINARY SERVICES CONTRACT

Acknowledgements, Authorizations and Agreements

Please initial each line and sign below (required).

Initial

1. I acknowledge that any invoices incurred are my responsibility to pay and must be paid in full within 30 days of receipt.

2. I understand that any amounts or invoices past due will be subject to interest at a rate of 1% monthly or 12% per annum and I agree to pay such late charges.

3. I authorize Elizabeth Klebe DVM LLC to provide routine care to my horse(s) in my absence or at my barn manager's request.

4. In the event of an emergency and I, the owner, cannot be reached, I authorize Elizabeth Klebe DVM LLC to provide emergency care to my horse(s).

5. I agree that this contract applies to any and all veterinary services provided by Elizabeth Klebe DVM LLC, to any and all horses on my behalf, whether or not the horse(s) is(are) listed on the foregoing "Owner and Horse Information" page attached to this form.

6. Should Elizabeth Klebe DVM LLC be forced to commence administrative or legal action to collect unpaid invoices, I agree to pay all costs and reasonable attorney's fees incurred by Elizabeth Klebe DVM LLC in connection with such action.

7. I understand that I may be billed for any charges associated with any services completed or supplies ordered in preparation of any scheduled appointment that is cancelled or rescheduled upon less than twenty-four (24) hours notice.

8. I represent that I am presently able to comply with the payment terms herein, and that if I should become unable to make timely payment of outstanding invoices, I will contact Elizabeth Klebe DVM LLC to set up a payment plan.

9. I acknowledge that I have read and agree to be bound by the provisions set forth on the "Additional Terms and Conditions" page attached to this form.

* VETERINARY SERVICES WILL NOT BE PROVIDED WITHOUT YOUR SIGNATURE BELOW AND INITIALS ABOVE. *

OWNER'S SIGNATURE: _____ DATE: _____

PRINT OWNER NAME: _____

ELIZABETH KLEBE DVM LLC

VETERINARY SERVICES CONTRACT

Additional Terms and Conditions

- 1. TERM.** This Contract shall be effective beginning on the date set forth next to the Owner's signature on the foregoing "Acknowledgements, Authorizations and Agreements" page and shall continue until the Owner delivers written notice to Elizabeth Klebe DVM LLC that she/he no longer desires to use Elizabeth Klebe DVM LLC's veterinary services; provided, however, that Owner shall be responsible to pay any and all fees and charges incurred for care of Owner's horse(s) prior to receipt of such notice by Elizabeth Klebe DVM LLC and that the following paragraphs of this "Additional Terms and Conditions" page shall survive such termination: 2, 3, 4 and 5.
- 2. WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY).
- 3. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, PUNITIVE OR ENHANCED DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR BUSINESS HARM) ARISING OUT OF OR RELATING TO THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4. CHOICE OF LAW.** This Contract is executed in and shall be construed in accordance with the internal laws of the State of Maryland without regard to any choice of law or conflicts of law rules or principles of the State of Maryland or any other jurisdiction.
- 5. VENUE.** Any action or proceeding arising from or relating to this Contract must be brought exclusively in a United States District Court in the District of Maryland or in state court located in Baltimore County, Maryland. Owner irrevocably submits to the jurisdiction of and venue in any such court in any such action or proceeding and waives to the fullest extent any claim or defense to such jurisdiction and venue based on the doctrine of forum non conveniens.
- 6. SEVERABILITY.** Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.
- 7. WAIVER.** The failure of Elizabeth Klebe DVM LLC to enforce any provision of this Contract shall not be deemed a waiver, nor in any way affect the validity of this Contract or any part hereof.
- 8. NO THIRD PARTY BENEFICIARY.** Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than the Owner and Elizabeth Klebe DVM LLC, any rights, remedies, obligations, or liabilities whatsoever.
- 9. NOTICES.** Any consent, election or notice required or permitted to be given under this Contract shall be in writing and delivered via email or sent by first class mail to: (a) for the Owner, the address set forth on the Information Page and (b) for Elizabeth Klebe DVM LLC, the address included at the bottom of this page, or to such other address or addresses as may, from time to time, be furnished in writing by the Party to receive such notice to the other Party.
- 10. ELECTRONIC SIGNATURE.** Owner may execute and deliver this contract via facsimile, digital encrypted signature, or other electronic means. Original signature is not required.

Owner's Initials: _____

