

ALACARE PATIENT LOYALTY PROGRAM AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 20__ (the "Effective Date") is executed by and between ALAMONT DENTAL ASSOCIATES, P.C. ("Alamont") and _____ ("Patient").

WHEREAS, Alamont offers its patients the option to participate in its Alacare Patient Loyalty Program ("Alacare"), which allows patient to pay a certain flat fee per year for specified dental services; and

WHEREAS, Patient desires to enroll in the Alacare payment program:

WHEREAS, the Patient has the following family members, who the Patient will enroll in the Alacare payment program:

_____ ("Family Members").

NOW, THEREFORE, in consideration of the promises and mutual covenants and assurances contained herein, and the payment of the consideration as stated herein, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall begin on the Effective Date and terminate on the (1) year anniversary of the Effective Date.
2. Covered Services. In consideration of the payment made by the Patient hereunder, Alamont agrees to provide the following services (Alacare Dental Services) to the patient and each of his/her Family Members: who are enrolled in the plan and whose account is current.
 - a. Comprehensive Dental Examination (one per contract year)
 - b. Periodic Examination (one per contract year)
 - c. Routine Cleaning (two per contract year)
 - d. Radiographs (X-rays):
 - 4 bitewings per contract year
 - 1 Pano every 4 years-each Patient and Family Member is not eligible for a Pano x-ray here under if he/she had one

performed at Alamont within the last three(3) years.

- e. Flouride Treatment (two per contract year with exam, if 16 years old or under)
 - f. Emergency Examination (one per contract year, if necessary)
 - g. Cosmetic Consultation
 - h. 20% discount on most other no-Alacare Dental Services offered in our office, including periodontal maintenance visits, bleaching and cosmetic restorations for all dental care during that time you are a paid member, as long as you pay for the services at or before the time of the appointment. This discount cannot be combined with any other discount offers, promotions or dental insurance.
3. Payment for Covered Services. In consideration of Alamont providing the Alacare Dental Services, the Patient agrees to pay Alamont the following on the Effective Date:

\$399.00 ----Flat fee for Adults

\$299.00 ----Flat fee for Children 18 & under

4. Additional Terms and Conditions. The parties hereto agree to the following additional terms and conditions.
- a. Payment is due on the day of the treatment for any non-Alacare Dental Services.
 - b. Alacare cannot be combined with other insurance plans, discounts or promotions.
 - c. Patients with dental insurance are not eligible to participate in the Alacare program.
 - d. Patients with an outstanding balance owed to Alamont are not eligible to participate in the Alacare program.
 - e. Alacare is for the Patient and Family Members and is not transferable.
 - f. All accounts must be current before services will be provided.
 - g. This is not an insurance plan, but a prepaid payment arrangement provided by Alamont and is not transferable to any other dental office or dental specialist.

- h. No refunds will be provided for contract payments made hereunder, including failure to schedule and maintain appointments. No refunds will be provided for unused Alacare Dental Services.
- i. The 20% discount on non-Alacare Dental Services excludes Botox, Juverderm, and sedation dentistry.
- j. Not eligible or transferable at other dental offices or specialists.

5. Miscellaneous.

- a. All parties to this Agreement by their signatures hereto, represent and warrant that each has the authority to bind the parties to this Agreement, that each has carefully read this agreement, and that this Agreement is signed by each party or its representative willingly and without duress.
- b. This Agreement constitutes the complete agreement of the parties with reference to the matters herein contained, that there are no promises or representations made which are not herein contained, and further that no provisions of this Agreement may be waived, modified or altered, except in a Writing executed by the parties hereto.
- c. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, successors and assigns.
- d. This Agreement shall be governed by the laws of the State of Tennessee.
- e. It is understood and agreed by the Parties that no release, waiver or other promised set forth in the Agreement in a court of competent jurisdiction. Further, in the event Alamont shall bring an action to enforce any part of this Agreement, Alamont shall be entitled to receive from the Patient all of Alamont's reasonable costs and expenses, including attorney fees and expenses, incurred on account of such action.

- f. The Headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

The parties have each voluntarily and willingly executed this Agreement on the dates indicated opposite their names.

WITNESS the following signatures:

Date

Patient Signature

Patient Printed Name

Date

ALAMONT DENTAL ASSOCIATES, P.C.

Alamont Employee Signature