

DIRECT PRIMARY CARE SERVICES AGREEMENT
Precision Medical Urgent Care and Family Practice

PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE CAREFULLY. BY CLICKING THE AGREE BUTTON, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU SHOULD CLICK THE “I DO NOT AGREE” BUTTON.

Welcome to the Precision Medical Urgent Care and Family Practice (PMUCFP) Direct Care Membership made available to you by us. The terms and conditions set forth below (the “agreement”) govern your use of the membership program. By accepting to be a member of this service, you expressly agree to be bound by this agreement and to follow all its terms, rules, guidelines, policies and conditions and any applicable laws and regulations governing the Service. If you do not agree with any of the following terms, your sole recourse is not to use the Service. If you have any questions about these terms of Service, contact us.

1. Precision Medical will provide medical services to you within the scope of PMUCFP’s technical ability of their medical practice.
2. A MINIMUM OF A 6 MONTH CONTRACT IS REQUIRED TO BECOME A MEMBER. ONCE THE SIX MONTHS IS OVER, THE CONTRACT WILL RENEW AUTOMATICALLY TO A MONTH TO MONTH BASIS AND WILL BE ONGOING UNTIL EITHER PARTY NOTIFIES THE OTHER IN WRITING. A 30 DAY NOTICE IS REQUIRED TO END THE CONTRACT.
3. Services provided under this contract will include: Doctor’s office visits, evaluation and medical management, **EXCLUDING: LABORATORY TESTS, INJECTIONS, TB TESTS, URINE DIPS, STREP TESTS, CASTING MATERIALS, X-RAYS, PAP SMEARS, OR ANY OTHER SERVICES THAT COST A SUPPLY COST OR OUTSOURCED EXPENSE TO PRECISION MEDICAL.**
4. **PAYMENT.** Payment shall be made to Precision Medical Urgent Care And Family Practice, Provo, Utah 84606 in monthly instalments. This Agreement shall automatically renew for additional Terms upon the payment of the Membership Fee (in a lump sum or the first monthly payment). Member's failure to pay the Membership Fee in accordance with the agreed upon lump sum payment or monthly installments will result in automatic termination of Membership and lost services associated with the PMUCFP Membership Program.
5. In the event that PMUCFP may need to increase the Membership Fee, this increase will be effective the next Term. Members will be notified in writing of the increase and will give the Member ample time to review and decide to agree to the new Terms of Service. PMUCFP may also change the Program Services included in the Membership Program at its sole discretion after written notice to Members. Such change will apply to the next Term as well.
6. In the event of a breach, Precision Medical shall be entitled to reasonable attorney fees, collection costs, and statutory interest. Declined transaction for insufficient funds will constitute a breach of contract unless remedied within 7 days of due date.

Hours of operation: M-F from 9-6 in Provo and T&TH from 9-6 in Spanish Fork.

7. **PAYMENT:** Precision Medical will deduct payments directly from your bank account. A credit card surcharge fee will be applied to credit card Payments.
8. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Utah.
9. **NOTICE.** Any notice or communication required or permitted under this contract shall be sufficiently given, if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
10. **WAIVER OF CONTRACTUAL RIGHT.** Any section deemed unenforceable under Utah law shall not constitute a waiver of the remaining valid sections. The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

The entire agreement between the parties is contained herein. Any additional representation or agreements must be in writing and attached as an addendum.