



Ranch Savings Plan

This Ranch Savings Plan (the "Plan") is between **Duffy Dental Ranch**, a Texas limited liability company, whose address is 100 Hardeman Blvd, Justin, Texas 76247 (**Practice**) and _____, the parent/guardian of _____ (Patient) and is dated as of the date of last signature.

1. **PLAN BENEFITS.** This Plan provides Patient, who represents that he/she does not have dental insurance, the right to receive the Benefits outlined herein subject to the terms and condition provided below.

2. **SCOPE OF BENEFITS.**

a. **Practice Responsibilities.**

2 "Preventive Care" Visits during the Term to include:

- 2 Exams (each must be 6 months apart)
- 2 Prophy's (cleanings) (must be 6 months apart)
- 2 Fluoride Treatments (must be 6 months apart)
- 1 set of bitewing x-rays

Unused Benefits expire at the end of the Term and are not carried forward.

b. **Additional Discounts.**

- 15% discount applied to additional x-rays, sealants, preventive and restorative services provided to Patient only.

c. **Patient Responsibilities.**

- Schedule Appointment(s) with Duffy Dental Ranch in order to receive the Benefits.
- Notifying the Practice of any changes in Patient's address or contact information.
- Compliance with the Policies and Procedures applicable to all patients of the Practice.

3. **PAYMENT TERMS.** Patient will pay an "Annual Membership Fee" based on Patient's applicable age as set forth in the following table:

| <u>Patient Age</u> | <u>Annual Fee</u> | <u>Initial Patient's Applicable Age Range</u> |
|--|-------------------|---|
| 0-3 Years | \$253.00 | _____ |
| 4-11 Years | \$340.00 | _____ |
| 12 and up (and/or full ortho or adult dentition) | \$410.00 | _____ |

The Annual Fee is Non-Refundable.

Payment of the applicable Annual Membership Fee for the Patient can be made in any of the following forms: Cash, Credit Cards – Mastercard, Visa, Discover, or American Express. Checks will not be accepted as payment of the Annual Membership Fee.

4. **PATIENT RESTRICTIONS.**

Patient may not:

- Participate in the Plan if Patient is covered with third-party dental insurance.
- Combine the Benefits available through this Plan with those offered with any third-party dental insurance plans.
- Assign the Benefits available through this Plan to any other person.
- Use the "Additional Discounts" available through this Plan for anyone other than the Patient; or
- Receive "Additional Discounts" under Plan during the remaining Term after the Patient fails to show for an appointment.

5. **TERM, RENEWAL, AND TERMINATION.**

- a. **Term.** This term of this Plan is 12 months (**Term**). The Term begins on the day the Annual Membership Fee is paid. *(Should Patient make the payment required herein on the same day as Patient is making a Preventative Care Visit, that visit will then be counted as being one of the two Preventative Care Visits included in the Benefits of this Plan.)*
- b. **Early Termination by Patient.** Patient may terminate this Plan for his/her convenience upon advance written notice to the Practice; however, such early termination shall (i) immediately terminate Patient's rights to the Benefits and (ii) not entitle Patient to any refund of the Annual Membership Fee or any portion thereof.
- c. **Termination by Practice.** If the Duffy Dental Ranch determines in its sole discretion that Patient is failing to comply with the standard protocol for the operation of the Practice and the interaction between the Practice Representatives and the Patient, Duffy Dental Ranch may terminate this Plan at the end of a written 30-day notice/cure period if the breach has not been cured.
- d. **Renewal Required.** If the Patient chooses to continue to receive the Benefits provided herein after the expiration of the Term, the Patient must renew the Plan and pay the applicable Annual Fee.

6. **GOVERNING LAW AND EXCLUSIVE FORUM.** This Plan is governed by the laws of the State of Texas, without regard to conflict of laws principles. Any dispute arising out of or related to this Plan must be exclusively brought in the state courts for Denton County, Texas.

7. **OTHER TERMS.**

- a. **Non-Application of Discounts.** No discounts provided as part of the Benefits shall be applicable to the purchase of Sonicare toothbrushes, whitening, mouthguards, perioscience products, discounted sealants, or the Practice's promotional opportunities/services including but not limited to the Buy One Get One 50% (BYGO) promotions. No additional discounts can or will be applied for the Benefits described herein.
- b. **No Prepayment for Future Services.** Payment of the Annual Membership Fee is not and shall not be considered a prepayment for future services or payment for access to discounted services.
- c. **Insurance Disclaimer.** Participation in the Plan is not and shall not be deemed to be insurance or an insurance related product.
- d. **Entire Agreement.** This Plan constitutes the entire agreement between the parties, and supersede all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter.
- e. **Modification and Waiver in Writing.** No modification or waiver of any term of this Plan is effective unless both parties sign it.
- f. **Enforceability.** If any term of this Plan is invalid or unenforceable, the other terms remain in effect.

Duffy Dental Ranch

PATIENT: _____

By: _____

By: _____

Name: _____

Name: _____

Title: Authorized Representative

Title: Parent/Guardian

Date: _____

Date: _____