

MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“MTC”) govern all use of the Services from On Duty Health (“Company”) by the “Customer”, as defined in the Proposal/Purchase Order (collectively the “Parties” and individually a “Party”).

1. Services. The Company shall provide the Customer’s employees with certain services (“Services”). Services consist of those listed in the “Estimate” or “Proposal.”
2. Employee List & Schedule. At least six (6) weeks before the Company performs the Services, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the “Roster Template” provided by the Company). At least two (2) weeks before the Company performs the Services, the Customer shall provide the Company with a Schedule of which Employees will be seen at what date and time (based off of the “Schedule Template” provided by the Company).
3. Modification and Cancellation of Proposal/Estimate. The Customer may cancel or modify the expected number of patients to be seen, in whole or in part, without penalty prior to **six (6) weeks out from the date set for receiving the Services** (Assessments Start Date). **After this point, the Customer may not modify or cancel the expected number of patients to be seen (numbers may be increased if needed, but not decreased), and shall be responsible for the fees for all Services described in the Proposal/Estimate.** If an employee is unable to attend due to sickness, injury, or other absence, they may reschedule a makeup appointment. This appointment must occur within two hundred (200) days of the initially scheduled "missed" appointment. The makeup appointment location will occur at another location, where the onsite team is located and has availability.
4. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed.
5. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, **EXCEPT for a treadmill**. The Customer agrees to provide a properly functioning treadmill (with variable speed and variable incline) and adequate space for the assessments to be conducted.
6. Tardiness. All patients are encouraged to arrive for their appointed/assigned time slot at least 15 minutes prior to their start time, WITH all patient intake (online check-in) information filled out. Patients who arrive for their appointment later than 15 minutes after their start time will be turned away and urged to re-schedule (unless they were tardy due to a call....at On Duty Health, we respect the call). As is the case with any medical practice, it is important for us to keep our schedule running on time. If a patient is going to be tardy, please substitute another patient from later in the schedule if possible. If you need assistance with scheduling, please call our office at 512-655-3578.
7. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer.

Customer
Initial

8. Expected Price Increases. The pricing listed in the proposal is valid for one (1) year from the date listed on the cover sheet. Due to inflation, please expect a ~5% price increase each year (as per the Medical Price Index average), unless signing a multiyear contract.

9. Limitation of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (UNLESS WITHOUT LIMITATION NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, EXCEPT AS PROHIBITED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF COMPANY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO THE CUSTOMER AND ANY OTHER THIRD PARTIES FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS MTC, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, SHALL NOT EXCEED: THE FEES PAID BY THE CUSTOMER TO THE COMPANY FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE BREACH FOR WHICH THE DAMAGES ARE CLAIMED.

10. Notice. All notices hereunder must be in writing to the other Party. If to the Company, the notice shall be sent to:

Greg Batla, CEO
1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92373
greg@onduty.health

11. Amendments. No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.

12. Force Majeure. The Company shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this MTC, for any failure or delay in fulfilling or performing any term of this MTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

13. Agreement. In signing the Proposal/Purchase Order above, you agree to the entirety of terms and conditions set forth in this Master Terms And Conditions agreement.

SIGNATURES:

City/Department/Organization:

On Duty Health:

Name (Printed) _____

Name (Printed) _____

Signature _____

Signature _____

Date _____

Date _____