

LEXINGTON MEDICAL SOCIETY
PHYSICIAN EXCHANGE SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT** (the "Agreement") between the **LEXINGTON MEDICAL SOCIETY** (hereinafter referred to as the "Society") and the undersigned Subscriber is made and entered into effective _____ 20____, (the Effective Date).

WHEREAS, the Society provides physician telephone answering and paging services (the "Services") for both Society members and non-members, and Subscriber wishes to subscribe to the Services under the terms and conditions stated below;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the parties acknowledge, Subscriber subscribes to the Society's Services as described herein on the following terms and conditions:

1. **Society's Obligations**. During the Agreement Term, the Society will provide telephone answering and paging services for Subscriber on a twenty-four (24) hours per day, seven days per week basis, that accommodate numeric and alphanumeric texts and pages. Availability is subject to Subscriber acquiring and maintaining at Subscriber's sole expense, all necessary receiving equipment including cellular or smartphone, pager, or other mobile communication device and service. Subscriber shall be solely responsible to arrange and pay for any telephone or other directory listings for Subscriber in any publication.

2. **Subscriber's Obligations**. In consideration for the Services, Subscriber agrees to pay the monthly Service Rates set out in Paragraph 3 to the Society on a timely basis. Subscriber agrees that he/she is the only person authorized to use the Services. Subscriber will abide by the Society's rules and regulations for the use of the Services which are incorporated in this Agreement by reference. Society will provide a copy of the rules and regulations to Subscriber upon entering this Agreement. It shall be Subscriber's duty and responsibility to keep the Society advised of Subscriber's current location and where and how he or she may be contacted in order for the Society to notify Subscriber of messages taken by the Society on Subscriber's behalf. Subscriber's failure to keep the Society advised of his/her practice hours, whereabouts and return times when forwarding phones will result in a per incident charge of \$10.00 in addition to the monthly Service Rates. The Society will make reasonable efforts to notify Subscriber of his/her messages. Subscriber is solely responsible for notifying his/her patients or clients of the availability of the Services, including the Service telephone number. Subscriber agrees to indemnify, defend and hold the Society harmless for any consequences, claims or liability of any kind or nature whatsoever in the event the Society cannot locate Subscriber after making reasonable efforts or Subscriber has not made the Service telephone number available to Subscriber's patients.

3. **Service Rates**.

(α) Subscriber agrees to pay the following applicable monthly Service Rate for the Services:

(β) Society Member -- One Hundred (\$100.00) per month

(χ) Non-Member -- One Hundred Forty Five Dollars (\$145.00) per month

Charges for the first month in which this Agreement is in effect, whether full or prorated, shall be paid by Subscriber upon the execution of this Agreement. Charges for each month thereafter will be invoiced to Subscriber on the first (1st) day of that month and due to the Society on or before the fifteenth (15th) day of the same month. Subscriber agrees to pay all monthly invoices in a timely manner.

(b) The above-stated Service Rates are binding upon the Society and Subscriber through September 30, 2019. Society reserves the right, in its sole discretion, to increase the Service Rates for all subscribers effective October 1, 2019 or as of October 1 of any subsequent year in which this Agreement remains in force. The Society will give Subscriber written Notice on or before August 15 that the Agreement will be automatically amended to increase the Service Rates as of October 1st of that year. Subscriber will be deemed to have agreed to the amendment unless Subscriber notifies the Society in writing by September 15 that Subscriber does not accept the Service Rate increase and wishes to cancel the Agreement. Upon the Society's timely receipt of Subscriber's Notice of non-acceptance and cancellation, this Agreement will terminate on September 30.

4. **Term and Termination.** This Agreement shall become effective on the Effective Date first set out above, and remain in full force and effect according to its terms through September 30, 2019. Thereafter, this Agreement shall continue on a month-to-month basis, unless terminated as follows:

(a) The Society may terminate this Agreement at any time in the event Subscriber fails to pay any monthly Service Rates when due, or violates a Society rule governing Subscriber's use of the Services, either of which will constitute a material breach of this Agreement. The Services and this Agreement will terminate on the last day of the month (i) for which payment of the Service Rates remains past due, or (ii) in which Society has given Subscriber written notice of termination for violation of a Society rule or regulation, unless Subscriber cures the payment default or violation to Society's reasonable satisfaction prior to the termination date.

(b) Subscriber may cancel this Agreement at any time without cause by giving the Society at least thirty (30) days advance written Notice of cancelation. In such event, the Agreement will be canceled and terminate at the end of the next full calendar month following the date the Notice of termination is received by the Society. Notwithstanding the foregoing, Subscriber shall not be entitled to terminate this Agreement for temporary cessation of the Services due to the occurrence of an event the immediate consequence of which are beyond the Society's control, including earthquake, flood, fire, storm or other natural disaster, labor strike, act of terrorism, civil disturbance, war or armed conflict, external loss of electrical, telecommunications, internet or other essential utility or service required for Society's regular business operations.

(c) Termination by either party shall not relieve Subscriber of the obligation to pay for the Services rendered through the termination date.

5. **Notices** for purposes of this Agreement shall be sent by one party to the other party by: hand-delivery, courier service with signed delivery receipt, confirmed facsimile transmission, or electronic mail with read receipt. Notices shall be deemed given as of the date of the recipient's receipt.

6. **Miscellaneous.** This Agreement contains the entire agreement of the parties with respect to the Society's provision of the Services to Subscriber. The terms of this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. Other than automatic amendment for a Service Rate increase under Paragraph 3, this Agreement may only be amended by a writing signed by both parties. This Agreement is non-assignable by Subscriber. The venue for resolving any claim or controversy arising between the parties from this Agreement shall be Lexington, Fayette County Kentucky. Before resorting to legal action, the parties shall first attempt to resolve the dispute by participating in good faith in mediation using the services of a neutral third party mediator qualified to mediate under the Rules of the Kentucky Supreme Court governing mediation. The cost of mediation shall be divided equally by the parties.

SUBSCRIBER

LEXINGTON MEDICAL SOCIETY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____