

## The Promise Program Enrollment Application

## HORSE OWNER INFORMATION

Applicant's Name:							
Address:	City:	State:	Zip:				
Contact Number:		Email Address:					
Is this a re-enrollment: Yes:	No:						
HORSE'S INFORMATIO	N						
Horse's Name:	Breed:	Gender:	Age:				
Height:	Identifiable Ma	rkings:					
Boarding Location:	Primary Use:						
2. Completed schedul floating), annual fecaupon by owner or ow 3. Documentation of a 4. Documentation of a Equine Hospital reconfluenza, Tetanus, W 5. Documentation of a two deworming medianonths following em	e for administration of real examination and biann ther's agent, at least one dental treatment annual vaccinations administrations administration and the second control of the	ent by Attending Veterinarian inistered by Attending Veterinarian inistered by Attending Veterions in 12 months following Strangles, and Botulism, and nination performed by Tenne by and/or administered by the	annual dental treatment (routine Attending Veterinarian and agreed in 12 months following enrollment, rinarian consisting of the Tennessee enrollment: EEE/WEE, Rhino/				
of the Promise Program (to b	<u> </u>						
•	-	_	rollment Application is factual and mise Program Terms & Conditions.				
Attending Veterinarian Signa Date:		Date:	gent Signature:				
Printed Name:		Printed name:					

## The Promise Program Terms & Conditions

**PROGRAM BENEFITS:** Horses that have met the "Eligibility Requirements" and fulfilled the "Promise Requirements" described herein will receive "Emergency Colic Surgery Coverage" from Tennessee Equine Hospital, PLLC ("T.E.H."), toward veterinary services provided solely and exclusively by T.E.H. for "Emergency Colic Surgery" in an amount up to the Seven Thousand Five-Hundred Dollars (\$7,500.00) ("Emergency Colic Surgery Coverage"). This amount does not include medical colic care preceding the decision by the attending veterinarian that colic surgery is necessary. If either the Eligibility Requirements and/or the Program Requirements, as defined in this Agreement, are not met, the owner of the horse agrees to be responsible in whole for all veterinary services and products provided by T.E.H. You must fully comply with all of these Terms and Conditions and your Promise Program Enrollment Application. Failure to comply shall constitute grounds for T.E.H. to disqualify your horse from the Promise Program and you will not receive any reimbursement under the Promise Program.

**EMERGENCY COLIC SURGERY:** "Emergency Colic Surgery" means any corrective, surgically invasive procedure performed under general anesthesia used in the treatment of acute abdominal pain of the equine large and/or small intestine, that the attending veterinarian and veterinary surgeon at T.E.H. deems medically necessary to treat a colic.

**ELIGIBLE EXPENSES:** "Eligible Expenses" shall be all veterinary services provided by T.E.H., that are directly related to the Emergency Colic Surgery, more specifically all medications directly related to pre-anesthesia administered prior to Emergency Colic Surgery but deemed necessary for Emergency Colic Surgery, and post-surgical veterinary care.

**ELIGIBILITY REQUIREMENTS:** To be eligible, the Promise Program Enrollment Application, which includes agreement to these Terms and Conditions ("Agreement") must be completed and signed by both the enrolling T.E.H. Veterinarian and the horse owner or their authorized representative. A physical examination performed by a T.E.H. Veterinarian must also be completed at the time of enrollment, and paid by horse owner upon receipt of invoice. Both the Promise Program Enrollment Application and the physical examination must be completed **before** the horse is considered enrolled in the Promise Program. The term of the Agreement shall be 12 months from the date of enrollment and benefits of the program shall automatically terminate on this date unless the horse is re-enrolled.

**ELIGIBLE HORSE:** To be considered an "Eligible Horse", a horse must be five (5) months of age, reside in the United States and be under the direct care of a licensed veterinarian employed by T.E.H. or T.E.H. Memphis ("Attending Veterinarian").

**INEGLIGIBLE HORSE:** A horse is Ineligible for the Promise Program if it:

- 1. Is not currently enrolled in the Promise Program; or
- 2. Is currently enrolled in the Promise Program, but is not receiving the care and treatment prescribed by the Promise Program and/or the Attending Veterinarian; or
- 3. Is currently enrolled in the Promise Program, but is not in full compliance with the Promise Program Requirements as described below; or
- 4. Is less than five (5) months of age.

**EMERGENCY COLIC SURGERY INSURANCE or MAJOR MEDICAL INSURANCE:** If your horse is covered by other Emergency Colic Surgery Insurance or Major Medical Insurance, the Promise Program will pay on the excess over what should have been received from that insurance. It will pay the excess whether that insurance can be collected on or not. In the event an Eligible Horse that is insured with surgical or other coverage requires Emergency Colic Surgery (at T.E.H.), T.E.H. will notify the insurer and proceed with the surgery. A claim must be submitted by the owner to the insurer for the cost of the colic event. T.E.H. agrees to cover any Eligible Expenses not covered by the insurer, up to Seven Thousand Five-Hundred Dollars (\$7,500.00).

**PROMISE PROGRAM REQUIREMENTS:** An Eligible Horse must meet the following "Promise Program Requirements" to be considered in compliance and thus eligible for Emergency Colic Surgery Coverage, which include without limitation:

- 1. An annual physical examination by Attending Veterinarian completed at time of enrollment;
- 2. Completed schedule for administration of required annual vaccinations, annual dental treatment (routine floating), annual fecal examination and biannual deworming outlined by Attending Veterinarian and agreed upon by owner or owner's agent,
- 3. Documentation of at least one dental treatment by Attending Veterinarian in 12 months following enrollment,
- 4. Documentation of annual vaccinations administered by Attending Veterinarian at the times recommended by Attending Veterinarian (and within 12 months of enrollment in the Promise Program), consisting of the T.E.H. recommended core vaccines: EEE/WEE, Rhino/Influenza, Tetanus, WNV, Rabies, Intranasal Strangles, and Botulism; and
- 5. Documentation of one fecal egg count examination performed by T.E.H. and at least two (2) deworming medications either dispensed by and/or administered by the Attending Veterinarian at the times recommended by Attending Veterinarian and within 12 months following enrollment.

If Emergency Colic Surgery is required, the owner's account balance with T.E.H. or T.E.H. Memphis must be current (0-30 days) and in good standing at the time of surgery in order for the Promise Program's Emergency Colic Surgery Coverage to apply. Owner also agrees to pay for any medical colic expenses, which are not covered by the Promise Program within thirty (30) days of the date of the colic and/or colic surgery. In the event that the medical colic expenses are not paid within thirty (30) days of the date of surgery, T.E.H. reserves the right to pursue collection of any past due account balances inclusive of the medical colic expenses and the surgical colic expenses which shall include any and all attorney's fees related to collection.

If colic surgery is performed on an Eligible Horse, but the Program Requirements are not fulfilled in accordance with this Agreement, T.E.H. shall notify owner/owner's agent that said Eligible Horse is in default of the Agreement and required services must be completed within thirty (30) days from date of notice. If the required services have not been completed within the thirty (30) day notification period, T.E.H. will consider the horse ineligible for the Promise Program and owner will be responsible for all costs related to the colic episode including colic surgical expenses. Any and all attorney fees related to collection of these amounts shall also be the responsibility of the owner.

**NOTIFICATION:** T.E.H. may provide notifications to owners of Eligible Horses by any method used by T.E.H. to routinely communicate with the owners horses T.E.H. provides veterinary services.

LIMITED LIABILITY: T.E.H. assumes no responsibility or liability for the rendering of services or products not under its direct control. No warranty is made or implied with regard to vaccine or dewormer effectiveness; however vaccines administered by a licensed veterinarian are typically warrantied by the manufacturer. Every ethical effort will be made by T.E.H. to ensure the survival of all horses undergoing Emergency Colic Surgery; however some horses may be euthanized with owner consent during colic surgery due to humane reasons because of extremely poor chance of survival. No warranty is made or implied that horses participating in this plan will have a reduced risk of needed an Emergency Colic Surgery or reduced incidence of medical colic. No warranty is made or implied regarding successful outcome of Emergency Colic Surgery, and death is a known risk of Emergency Colic Surgery.

**TERMINATION:** T.E.H. may revise or terminate the Promise Program (including the Promise Program's Emergency Colic Surgery Coverage) without any advance notice, and T.E.H. reserves the right to disqualify any horse or owner from the Promise Program.

IT IS EXPRESSLY AGREED THAT THE HORSE OWNER MUST IMMEDIATELY NOTIFY A T.E.H. VETERIANARIAN IMMEDIATELY UPON THE COLIC OF ANY ELIGIBLE HORSE ENROLLED IN THE PROMISE PROGRAM.

*I	have read	and	l agree to	the a	bove terms and	l conditions.	Owner/0	Owner's	Agent In	itials:	
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