

Tosha K. Starke, DVM
All Four PAWS Veterinary Relief, LLC
P: (540) 239-8714 E: info@allfourpawsrelief.com F: (703) 865-6354

SERVICE AGREEMENT

This Independent Contractor Agreement is entered into this _____ day of _____, _____ between Tosha K. Starke, DVM, a veterinarian licensed in the State of Virginia and Owner of All Four PAWS Veterinary Relief, LLC, (hereinafter referred to as "Contractor") and **Your Clinics Name** (hereinafter referred to as "Client") whose business address is **Your Business Address**, and is made with reference to the following facts and understandings

- A. Contractor is a licensed veterinarian providing and doing business in the State of Virginia and is engaged in the practice of veterinary medicine and surgery. Contractor does business under the name of All Four PAWS Veterinary Relief, LLC.
- B. As a relief veterinarian, Contractor contracts her services to provide diagnostic, therapeutic, public consultation and surgical services to Client on the terms and conditions herein specified.
- C. Client is engaged in providing facilities for the care and treatment of animals, and other services not limited herein to the public and wishes to retain the services of Contractor as an independent contractor relief veterinarian

Article 1

DURATION OF THE CONTRACT

Section 1.1 This Agreement is effective **Today's Date**, and will continue in effect until the services provided herein have been performed, unless terminated in accordance with provisions of Article 7 of this Agreement and signature, by said parties, of Termination Addendum.

Section 1.2 This Agreement may be extended by mutual written or verbal agreement of said parties

Article 2

INDEPENDENT CONTRACTOR STATUS

Section 2.2 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture, or partner of Client. Nothing in this Agreement shall be interpreted or constructed as creating or establishing the relationship of employer and employee between Client and Contractor or an employer of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement

Section 2.2 Client acknowledges and agrees that Contractor shall have the right to engage in independent veterinary medicine practice and shall have the right to be retained as a relief veterinarian or to provide veterinary services to any other person or entity.

Section 2.3 Client and Contractor understand that due to the nature of the profession of veterinary medicine as a health profession providing medical and surgical services to the public and their pets, it is normal and customary that Contractor render her services to Client on Client's premises. The parties agree such arrangements should in no way impair the independent contractor relationship between the parties

Section 2.4 Contractor shall conduct her business in a manner compliant with the laws and professional standards set forth by the Board of Health Professions of Virginia and the American Veterinary Medical Association and shall conduct herself in accordance with the values and ethics of the veterinary profession. Client agrees that it will in no way interfere with the Contractor's professional and ethical obligation noted herein.

Article 3
SERVICES PERFORMED BY CONTRACTOR

Section 3.1 Contractor agrees to provide veterinary care in the form of professional diagnoses, treatment, nursing care, dentistry, surgery, consultation and professional recommendations to Client's patrons on premises of Client's veterinary practice

Section 3.2 Contractor retains the sole and absolute discretion and judgment in the manner, method, and means of carrying out the duties contracted to be performed subject to Contractor's professional and ethical obligations as noted within Section 2.4. This shall include, but not be limited to, Contractor's right to prescribe, treat, and diagnose in accordance with her own professional judgment. The means and/or method of performing the duties contracted for shall remain within the sole discretion of Contractor, and Client shall not have any right to control or determine such means and/or methods used by Contractor.

Section 3.3 Scheduled appointments and surgeries will be covered within the duties to be performed by Contractor as well as emergencies or non-scheduled procedures that may arise, with acceptance and timing of such duties to be at the discretion of Contractor.

Article 4
COMPENSATION

Section 4.1 In consideration for the services to be performed by Contractor, Client agrees to pay Contractor the amount of ninety dollars per hour. This amount of compensation for services may change at any time upon written agreement.

Article 5
OBLIGATION OF CONTRACTOR

Section 5.1 Contractor agrees to comply with all reasonable requests of the Client necessary to the performance of Client's duties under this agreement. Contractor also agrees to provide access to all pertinent information and documentation necessary to the performance of her services.

Section 5.2 Contractor is responsible for her own business expenses, including, but not limited to, expenses for travel, meals, clothing, personal equipment and tools, insurance, accounting, etc that Contractor may incur as a result of performing her services

Article 6
OBLIGATIONS OF CLIENT

Section 6.1 Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement. Client also agrees to provide access to all pertinent information and documentation necessary to the performance of her services.

Section 6.2 Client agrees to pay Contractor, upon deliverance, all remuneration stated on Contractor's billing receipt. Such remuneration shall be made within 15 business days, as stated on the billing invoice. Client agrees to pay Contractor compensation, in the amount stated on said billing receipt, each fifteen days that remuneration to Contractor is delinquent. Payment not made within eight weeks of deliverance of billing receipt will be settled by an applicable court, and costs of such proceedings shall be the sole responsibility of the Client.

Section 6.3 Client agrees to pay Contractor for late cancellation of agreed upon veterinary relief services, such services mutually agreed upon in writing (Work Confirmation), in the amount of 100% of contracted fee for each day cancelled with less than thirty (45) days advanced notice from the date of each work day agreed upon. Notice of cancellation must be in writing. Payment of cancellation fee(s) is due upon receipt and all fees are made payable to Tosha K. Starke, DVM. All payments due to Contractor not made within eight (8) weeks of deliverance of invoice(s) shall be settled by small claims court, and the cost of proceedings shall be the sole responsibility of the Client.

Article 7
TERMINATION OF CONTRACT

Section 7.1 This Agreement shall automatically terminate on the occurrence of any of the following

- A. Bankruptcy or insolvency of either party
- B. Sale of business upon sixty (60) days written notice from selling party
- C. Death of either party
- D. Mutual written consent of both parties
- E. Default in performance of Contract by either party
- F. Physical or verbal conduct resulting in injury or damage
- G. Failure to remit payment as agreed herein
- H. The determination by a court or any regulatory authority that either party is guilty of unprofessional or unlawful conduct or committed a violation of the principles of veterinary medical ethics by the American Veterinary Medical Association

Article 8
GENERAL PROVISIONS

Section 8.1 If contractor dies prior to completion of services under this Agreement, any monies that may be due to Contractor from Client under this Agreement as of the date of death will be paid to Contractor's estate in the manner required by law

Section 8.2 Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing

Section 8.3 This Agreement supersedes any and all agreement, either oral or written, between the parties hereto with respect to the rendering of services by Contractor to Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to the Agreement acknowledges that no promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto.

Section 8.4 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway.

Section 8.5 This Agreement will be governed by the laws of the State of Virginia

IN WITNESS WHEREOF, this contract is executed in the State of Virginia, on the date and year first above written

CONTRACTOR: _____

Tosha K. Starke, DVM
All Four PAWS Veterinary Relief, LLC

CLIENT: _____

Signature and Printed name