

Elective Treatment/Surgery Admission Form

SoCal Equine Hospital
875 6th Street, Norco, CA 92860
info@socalequinehospital.com
Phone: (951) 737-1615
Fax: (951) 737-5920

Date: _____

Name: _____ Spouse: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Email: _____

Place of Employment: _____ Social Security #: _____ - _____ - _____

Driver's license #: _____ State: _____ Exp: _____

Cell #: _____ Home #: _____ Work#: _____

Regular Veterinarian: _____ Regular Veterinarian Phone Number: _____

The Agreement ("agreement") is made on _____, 20____ between Equine Veterinary Specialists, Inc. dba SoCal Equine Hospital ("SEH"), and _____ ("Owner").

As Owner wishes to hire SEH, a duly licensed veterinary facility in the State of California, for the medical care and treatment of Owner's animal the parties agree as follows:

1. Description of the Animal

Name of the Horse: _____ Breed: _____ Age: _____ Color: _____ Sex: _____

2. Payment for Services

Amount of Deposit: \$ _____

Card #: _____ -- _____ -- _____ Exp Date: _____ V-code: _____

SEH shall have no duty to provide any medical care for the above described animal until a deposit in the amount of \$ _____ is received in the form of a credit card or cash payment and an active credit card is placed on file with SEH. Owner agrees to pay for services as they are completed on a daily basis. Owner agrees that SEH may charge the credit card account on file for any and all charges as they are incurred on a daily basis. If the account is not paid in full upon the completion of services SEH may invoke their right to lien the animal pursuant to California Civil Code §3051. Owner acknowledges that SEH may not release the animal until services are paid in full.

- a. OWNER IS HERBY NOTIFIED THAT IF THE AMOUNT DUE FOR VETERINARY SERVICES IS NOT PAID WITHIN 10 DAYS AFTER PAYMENT HAS BECOME DUE, THE ANIMAL IS CONSIDERED LIENED. A VETERINARIAN, WHILE HOLDING AN ANIMAL UNTIL PAYMENT FOR VETERINARY SERVICES IS RECEIVED, IS ENTITLED TO BE REIMBURSED (1) FOR THEVALUE OF FOOD AND SHELTER PROVIDED TO THE ANIMAL AGTER IT IS READY TO BE CLAIMED BY THE OWNER; AND (2) FOR COSTS INCURRED IN PRESERVING THE ANIMAL FROM AN UNEXPECTED OR UNUSUAL INJURY, OR FOR A CONCEALED DEFECT.

(Initial) _____

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3. Ownership and Owner's Agent

Owner has full ownership of this above- described animal and is able to make health care decisions on its behalf. If the person entering into this Agreement is the authorized agent for Owner, he/she has the full authority from Owner to enter into this Agreement and further has full authority from Owner to make any and all necessary healthcare decisions for the animal including but not limited to euthanizing the animal.

4. SEH Scope of Services

SEH will provide all reasonably necessary medical services to treat the condition for which the animal is being seen. SEH will take reasonable steps to keep Owner/Owner's Agent informed of progress and to respond to inquiries.

5. Owner Authorizations and Consent of Treatment

- a. Owner authorizes SEH and their associates and/or assistants to provide necessary medical treatment to the animal described above.
- b. Owner consents to the administration of restraint and such anesthesia and administration of drugs and other procedures as may be considered necessary or desirable in the judgment of SEH.
- c. Owner agrees that during the course of treatment, unforeseen conditions may necessitate additional or different procedures than those explained. Owner further authorizes SEH to perform any such surgical or other procedures as are in the exercise of SEH personnel's professional judgment necessary and desirable, including conditions that require treatment and are not known to the veterinarian at the time medical and/or surgical procedure is commenced.
- d. Owner consents to the release of all medical information on the above described animal when requested by another attending veterinarian by the Owner or the authorized agent of the Owner.
- e. Owner agrees that he/she has been adequately informed of the nature and character of the proposed treatment, of the anticipated results of such efforts, of the possible alternative forms of treatment, including non-treatment.

6. Limitation of Liability

Owner acknowledges and agrees to the limit of SEH's liability for death or injury to their animal due to fire, escape, theft or injury in the amount of \$10,000.00. Owner/Owner's Agent desires increased insurance coverage for the animal under SEH's care, Owner/Owner's Agent will arrange for appropriate insurance coverage on their own.

7. Insurance

In the event the animal is covered by insurance, Owner/Owner's Agent agrees that SEH shall have no duty to contact Owner's insurance company regarding the treatment or care of the above-described animal. SEH shall have no responsibility for contacting any agent or adjuster of Owner's insurance company for the purpose of notifying them of any anticipated procedures, which may affect that coverage. Owner/Owner's Agent agrees to make payment in full to SEH regardless of whether Owner has insurance coverage on the animal deposited for treatment. SEH will not assist Owner/Owner's Agent with the completion of any insurance paperwork for Owner's reimbursement until such time as Owner's account has been paid in full.

8. Visiting Hours

Owners/Owner's Agents may visit their animal(s) during the hospital stay. Visitation must be coordinated with SEH prior to arrival and an SEH veterinarian must be present at all times. SEH reserves the right to remove any individual from the facility if in SEH's opinion their presence is detrimental to the care of the animal. SEH visiting hours are from **10am to 4pm M-F, by appointment only**. Weekends may be available in special circumstances. (initial) _____

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9. Abandonment Law

Owner is notified pursuant to California Civil Code §1834.5 and 1834.6 that,

IF AN ANIMAL IS NOT PICKED UP WITHIN 14 DAYS AFTER IT WAS DUE TO BE PICKED UP, IT IS CONSIDERED ABANDONED. ONCE THE ANIMAL IS DETERMINED TO BE ABANDONED, THE VETERINARIAN MUST KEEP THE AN AN ADDITIONAL 10 DAYS WHILE ATTEMPTING TO FIND IT A NEW OWNER. IF AFTER 24 DAYS, THE LEGAL OWNER HAS NOT RETRIEVED THE ANIMAL OR THE VETERINARIAN HAS BEEN UNABLE TO LOCATE A NEW HOME FOR THE ANIMAL, THE ANIMAL MAY BE HUMANELY DESTROYED.

Owner agrees to be financially responsible to SEH for all fees and costs incurred for care regardless of whether Owner decides to abandon the animal being seen for treatment.

10. Disclaimer of Guarantee and Estimates

Nothing in this Agreement and nothing in SEH's statements to Owner/Owner's Agent shall be considered a promise or guarantee about the outcome of the medical treatment. SEH makes no such promises or guarantees. SEH's statements about the medical treatment and prognosis are expressions of opinion only and not a guarantee. Any estimate of cost given by SEH shall not be a guarantee. Owner/Owner's Agent acknowledges and agrees that actual costs may vary from estimates given. SEH agrees to attempt to notify Owner/Owner's Agent if actual fees will exceed the estimate by greater than 15%.

5. Binding Effect of the Agreement

This Agreement will inure to the benefit of and be binding on, the parties' respective devisees, heirs, personal representatives, assigns and successors in interest.

6. Waiver of Breach

The failure of either party, at any time, to require the other to perform any of his or her obligations under this Agreement will not affect the party's right to enforce those obligations thereafter. Nor will the waiver by either party of any branch of this Agreement by the other party be deemed a waiver of any subsequent breach, waiver of the particular provision breached, or a waiver of any other provision of this Agreement.

7. Governing Law

This Agreement for services is entered into in the County of Riverside, State of California and will be governed by, and interpreted in accordance with California law. Riverside County, California shall be the venue of jurisdiction for any action brought relating to the validity or enforceability of this Agreement.

8. Severability in Event of Partial Invalidity

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

9. Entire Agreement

The Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

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10. Attorney Fees and Costs

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its right under this Agreement, whether in contract, tort, or both, or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney fees, together with any costs and expenses, including expert witness fees and costs, to resolve the dispute and to enforce the final judgment.

11. Modification by Subsequent Agreement

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

12. Headings

Then headings in this Agreement are included for convenience only and neither affects the construction or interpretation of any provision in this Agreement nor affects any of the rights or obligations of the parties to this Agreement.

13. Written Word

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of the Agreement.

14. Signatures

This Agreement will be effective and parties will be bound when Agreement is duly executed by Owner/Owner's Agent.

BY SIGNING BELOW, I, OWNER/OWNER'S AGENT CERTIFY THAT THIS DOCUMENT HAS BEEN FULLY EXPLAINED TO ME, THAT I HAVE READ IT OR HAD IT READ TO ME, THAT THE BLANK SPACES HAVE BEEN FILLED IN AND THAT I UNDERSTAND THE CONTENTS OF THE DOCUMENT.

Date: _____

Print Owner Name

Owner Signature

Print Agent Name

Agent Signature