

BECOME AN IDOC MEMBER AND YOU WON'T PAY MEMBERSHIP DUES UNTIL OCTOBER 1, 2015! Beginning October 1, you'll pay just \$129 per month. Additional locations are just \$10 each per month! (Application must be faxed by midnight on May 18, 2015.)

Practice Information

Name of Practice _____

Doctor _____ Email _____

Doctor _____ Email _____

Doctor _____ Email _____

Primary Practice Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Referral Source _____ Website _____

What type of office management software does your office use? _____

Practice Manager _____ Email _____

Optical Manager _____ Email _____

Additional Locations Number of Additional Locations:

Name of Practice _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Name of Practice _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

(list additional locations on a separate sheet)

Payment Information

Circle type



Name on Card _____

Credit Card Number _____

Expiration Date _____

Billing Zip Code _____

By checking this box, I hereby authorize IDOC to charge the monthly IDOC Membership dues to the credit card I provided. Membership will automatically renew each month unless notification is given 30 days in advance.

Authorization and Consent

This agreement made and entered into, by and between IDOC, and the Member who agrees to the terms and conditions of membership (on back).

Signature _____

Date _____

Please fax back application to IDOC @ (203) 838-4362

IDOC MEMBERSHIP AGREEMENT

This agreement made and entered into, by and between IDOC and the Member who agrees to the terms and conditions of membership outlined below.

In consideration of the mutual promises contained in this Agreement, and the mutual benefits to result there from, the parties agree as follows:

1. This Agreement shall take effect upon execution by the Member and payment of membership dues to IDOC, and shall continue until it is terminated. This Agreement supersedes any and all previous Membership Agreements between IDOC and the Member.
2. IDOC shall:
 - a. Provide the Member with information on contracts, products and services via IDOC's website and/or other means as IDOC determines appropriate.
 - b. IDOC will seek cost effective vendor programs for a variety of materials, products, services, equipment, and/or education in the optometric field to enable Members to promote the overall efficiency, effectiveness and profitability of the Members businesses.
3. The Member shall:
 - a. Ensure that purchase orders issued for IDOC vendor programs are processed in accordance with the processes and procedures established by IDOC, and the terms and prices established in said programs.
 - b. Pay for materials, products or services in accordance with the terms of the applicable IDOC vendor programs. Payment for, and inspection and acceptance of materials, products or services ordered by the Member shall be the exclusive obligation of the ordering Member.
 - c. Not use an IDOC contract as a method for obtaining additional concessions or reduced prices for similar materials, products or services.
 - d. Keep all IDOC agreements and vendor programs confidential.
 - e. If member practices in the state of Connecticut or South Carolina the Member must also be a Member in good standing with their respected State Association (CO or SCOPA).
 - f. In the event of a change in ownership of Member's practice, the Member is required to deliver to IDOC prior written notice of such change, at which time the existing account of Member will be closed. The new practice owner must apply for a new Membership. Failure to comply with this provision will result in the Member being responsible for any purchases made through IDOC vendor partners after the effective date of the change in ownership.
 - g. Member agrees to remain in good standing and stay current in billing with IDOC membership dues and with all IDOC vendor partners or risk termination of IDOC membership without refund of membership dues owed or payment rebates earned. Upon signing this agreement the undersigned Member authorizes IDOC to obtain sales, payment and accounts receivable information from any credit reporting agency or supplier.
4. IDOC and the Member expressly acknowledge and agree that IDOC is merely acting as an intermediary between the Member and vendors participating in the vendor programs negotiated by IDOC. IDOC shall not be responsible for any defects relating to products and goods purchased from a vendor, nor for any other damages arising from, or in any way related to, member's purchase or order of merchandise from a vendor, including, without limitation, any delays in shipping. IDOC hereby expressly disclaims any and all warranties, whether express or implied, relating to any such products and goods ordered from vendor, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. In addition IDOC will act as an intermediary in the collection and proper disbursement to Members of funds earned from vendor partners. These funds will be distributed only if the Member is current with their IDOC membership dues and vendor payments at the time of disbursement. IDOC will not be held liable should any vendor renege on their commitment to pay discounts, rebates, or other funds payable by vendors participating in vendor programs.
5. Termination.
 - a. By the Member. This Agreement may be terminated by the Member at any time upon thirty (30) days prior written notice to IDOC by certified mail or by national overnight delivery carrier, provided any amounts owed to IDOC and any vendor have been fully paid.
 - b. By IDOC. IDOC may terminate this Agreement by:
 - i. Without notice if the Member fails to comply with the terms of this Agreement and/or the terms of an IDOC vendor program, or who acts in a manner that is detrimental to or competitive with IDOC, with no rebate of any of the Member's membership dues; or
 - ii. At any time in IDOC's discretion with a prorated rebate of the Member's membership dues upon thirty (30) days written notice by certified mail or by national overnight delivery carrier to the Member.
- c. Termination Procedure. If the Member terminates its membership under this Agreement or breaches this Agreement, or if IDOC terminates participation of the Member, the Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. In addition, the Member agrees it will not be entitled to receive rebates or other funds to which it would otherwise be entitled after the Member terminates its membership in IDOC.
6. Term. The initial term of this Agreement shall commence on the day of which the Member has paid membership dues, and shall automatically renew each month unless sooner terminated in accordance with the provisions of this Agreement. If the Member is an existing Member that joined IDOC by either executing a previous membership agreement or by making payments for membership dues, then this Agreement will be deemed an Amended and Restated Membership Agreement which will be effective on the day of the Member has paid membership dues after receiving this Membership Agreement. In addition, this Agreement will continue to automatically renew each month, unless the Agreement is sooner terminated in accordance with the provisions herein.
7. Payments by Member.
 - a. The Member agrees to pay membership dues as may be required by IDOC. IDOC will provide the Member with 60 days prior written notice of any change in the membership dues before such dues becomes effective. A valid credit card (Visa, MasterCard, American Express or Discover) must be on file with IDOC and kept current at all times. IDOC reserves the right to collect all funds that are due to IDOC in the event of termination by the Member or breach of this Agreement by the Member.
 - b. In addition to membership fees, the Member will make timely payments to vendors for the materials, products and services received in accordance with the terms and conditions of the all applicable vendor documents. Payment for materials, products and services, and payment to vendors of all sales taxes and other charges due on such transactions, shall be the exclusive obligation of the Member, and not IDOC.
8. Amendment by Notice. IDOC may amend this Agreement, provided that prior written notice is sent to the Member at least 30 days prior to the effective date of any change described in such amendment and provided that the Member does not terminate its participation in IDOC before the expiration of said 30 days.
9. Cooperation and Access. The Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by IDOC.
10. Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in the Judicial District of Stamford/Norwalk at Stamford, CT.
11. Legal Authority. The Member represents and warrants to IDOC that it possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its owners or officers.
12. Merger/Entirety. This Agreement, together with the Member's Application, represent the complete understanding of IDOC and the Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior membership agreements.
13. Administrative Fees Paid by Vendors. It is acknowledged and agreed by Member that certain vendors may compensate IDOC for the negotiation, management, administration of contracts and distribution of rebates that IDOC is responsible for on behalf of Members. In order to comply with the Group Purchasing Organizations and Safe Harbor Provision, IDOC is required to disclose vendors providing IDOC with more than three percent (3%) compensation of the total purchase price of goods. In the previous calendar year, the following frame companies provided IDOC five percent (5%) compensation of the total purchase price of goods: Aspex Eyeware, Charmant Group, Kaenon Polarized, and Legacie.
14. Notice. Any written notice to IDOC shall be made by first class mail, postage prepaid, or by national overnight delivery carrier, and delivered to IDOC, LLC, 5 Eversley Avenue, Suite 204, Norwalk, CT 06851. Notices to the Member may be made by first class mail, postage prepaid or by national overnight delivery carrier, and delivered to the Member at the address listed in the Member's Membership Application.
15. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

[Member Name]

[Date]

By

[Signature of Officer Name and Capacity]

[Print Name of Person Signing]