

The Member (defined below) and Guarantor(s) (defined below) hereby submit this Membership Application and Group Plan Agreement ("Agreement") to ADO (defined below). By submitting this Application you are agreeing to the Terms and Conditions and Privacy Policy of ADO Practice Solutions.

ADO Account Number: _____
(Office use only)

MEMBER & OWNERSHIP INFORMATION:

Business/Practice Name ("Member"): _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Business Email Address: _____

Business Phone: (____) ____ - ____ Business Fax: (____) ____ - ____ Tax ID: _____

Type of Business: Corporation Partnership Other: _____ *Required*

Principal Owner Name: _____ Owner SSN: _____ - _____ - _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: (____) ____ - ____

Years in Business: _____ Practice Type: MD OD Optician Other: _____

ADO PRACTICE SOLUTIONS GROUP PLAN AGREEMENT:

Member has read and agrees to participate in the ADO Group Purchasing Plan ("Plan") according to the terms and conditions set forth below:

1. The Walman Optical Company d/b/a ADO Practice Solutions and its affiliates, divisions, successors and assigns ("ADO") is in the business of assisting its members with the purchasing of ophthalmic goods and services through the Plan.
2. Member is in the business of selling ophthalmic goods and services to its customers and desires to realize the benefits of the Plan.
3. Each Plan supplier is authorized to invoice ADO for Member purchases. Member will order directly from suppliers by using an assigned "ship-to" number and will instruct the supplier to mail the goods directly to Member and a copy of the invoice for such purchase to ADO for billing. Member will not pay suppliers for any purchases made through the Plan. All payments for Plan purchases will be to ADO.
4. Member agrees to deal directly with the supplier regarding any returns, credits, or complaints regarding goods and services purchased.
5. ADO allows the return of any products for credit that are approved by the supplier and agrees to always issue Member's credit for returned merchandise the same billing period that the supplier issues credit to ADO. Member understands that partial payment to ADO in expectation of future credits will result in loss of that month's discount. ADO does not accept responsibility for unauthorized or improperly returned items.
6. ADO will, at least monthly or more often as ADO may deem appropriate, bill Member for purchases made under the Plan. The billing statement will show the amount of Member's purchases less the discount passed on to Member plus the administration fee due ADO. Member agrees to pay ADO for its purchases each month as detailed in the statement. To earn the cash discount, statements must be paid in full no later than the 25th of the month in which it is billed. Payments received after the 25th of the month will lose all discounts, but still have to pay the administration fee. Any unpaid balance as of the next billing will be assessed a late charge at the lesser of 1.5% per month or the maximum such charge permitted by applicable law.
7. ADO may modify the procedures, security devices, discount policies, administration fees, and/or discount percentages for the Plan without any prior written notice to Member. Member agrees to accept, use, and adopt these modifications or in the alternative discontinue participation in the Plan.
8. Member hereby certifies to ADO that the figures, statements, and other financial information contained or furnished to ADO by Member herein are true and correct and are furnished to ADO to induce ADO to extend credit to the undersigned. By submitting this Application for Credit to The Walman Optical Company, d/b/a ADO Practice Solutions, the applicant hereby authenticates and agrees to be bound by all of the terms and conditions contained in every page of this application.
9. This Agreement may be terminated by either party at any time upon the giving of written notice by the terminating party to the nonterminating party. Upon termination Member will return to ADO any materials used by Member during its participation in the Plan and will make no additional purchases under the Plan from the date of notice. Within 30 days of the date of notice, all sums due from Member to ADO must be paid in full. After notice of termination, if Member makes any purchases by use of the account number delivered or issued in connection with the Plan, Member will be liable to ADO for the full amount of the purchase and will not be entitled to any discount for such purchases.
10. Member will hold ADO harmless and indemnify ADO against any product or other liability claims that may be brought against ADO in connection with any goods, services, supplies or lab services purchased by Member under the Plan.

11. ADO forwards names and practice address to business partners in order to establish member accounts. Business partners may use this information to inform members of special promotions and offers. ADO reserves the right to contact members via e-mail for promotions and offers for ADO related businesses.

12. Member represents and certifies that any goods purchased are being purchased for business or commercial purpose and not personal use. Member understands that ADO must approve this Agreement and Guaranty and that all charges and payments on its account will be processed by ADO in its Minnesota offices. Member further agrees that the substantive law, and not the conflicts of law, of the State of Minnesota shall govern this Agreement and Member's Account. Member consents to the jurisdiction and venue of the federal and state courts of Hennepin County, Minnesota as having the exclusive and proper subject matter and personal jurisdiction over this Agreement. Member agrees to pay all collection fees, reasonable attorneys' fees, court costs, and other expenses incurred by ADO to enforce this Agreement. MEMBER ALSO WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL.

13. Member agrees that if it does business as a corporation, association, or partnership each member of said entity shall execute this agreement in their individual capacity and by such act shall individually guarantee payment of all charges billed by ADO and abide by the terms and conditions of this agreement.

14. In the event of transfer of ownership of practice or business, Member is required to send ADO written notification and the new owner must submit a new credit application. Member is liable for all charges incurred on its account until such notification is received.

15. The party completing this Agreement represents and certifies that they have the authority to request credit on behalf of the Member, that the information given in this Agreement is true, complete, and accurate, and to obligate the Member to the terms and conditions set forth herein. Member authorizes ADO to check with reporting agencies, references, and any other source in investigating the information given and/or the credit of Member, in reviewing this Agreement, taking collection action, or for any other purpose.

16. In the event of purchasing from any other Walman Optical Company Affiliates, the undersigned guarantor(s) grant a purchase money security interest in all goods purchased and the proceeds thereof, including insurance proceeds. Undersigned guarantor(s) agree to execute and authorize Walman to file (or to sign on my behalf and file) any financing statement(s), amendment(s), modification(s), or other document(s) needed to perfect the security interest that I have given or that Walman deems necessary or appropriate before the Account is paid in full. The collateral pledged hereunder secures any and all obligations, debts and liabilities, plus interest and other charges accruing thereon and all costs associated therewith, whether such obligations, debts and liabilities are now existing or arise in the future, and whether or not such obligations, debts and liabilities are related to the purpose of this Agreement and the Account and whether the same is voluntary or involuntary, due or not yet due, direct or indirect.

PERSONAL GUARANTY AND PERSONAL CREDIT REPORT AUTHORIZATION

The undersigned guarantor(s) understands that their credit is a necessary and continuing factor in the granting of credit to Member and that this guaranty is an ongoing personal guaranty. Guarantor hereby consents to and authorizes ADO to periodically obtain and use consumer credit reports in its ongoing credit evaluation process.

In consideration of the extension of credit to the Member, the undersigned, jointly and severally, unconditionally and absolutely guarantee to ADO the due and prompt payment and performance, and not just collect-ability, of all obligations of Member to ADO, including, but not limited to, the principal, interest, costs, expenses and all other indebtedness owed by the Member to ADO, including attorneys costs and expenses. This guaranty is effective immediately and without notice of its acceptance, which notice is hereby waived, and is to be a continuing guaranty in full force and effect until the effective date of a written notice of revocation delivered to ADO by certified mail return receipt requested. Guarantor(s) understands and agrees that the effective date of any such revocation shall be 90 days after ADO's receipt of such notice, and that such revocation shall not discharge obligations of guarantor with respect to any and all obligations, debts and liabilities, plus interest and other charges accruing thereon and all costs associated therewith incurred by the Member prior to the effective date of the revocation. Even after revocation of this Guaranty, Guarantor(s) shall remain liable until all amounts due ADO have been paid in full. Guarantor(s) agrees to pay all obligations of Member as well as all collection fees, reasonable attorneys' fees and costs, court costs, and other expenses incurred by ADO to enforce this Agreement. Guarantor(s) agrees that this Agreement is governed by the laws of the state of Minnesota. Guarantor hereby consents to the jurisdiction and venue of the federal and state courts of Hennepin County, Minnesota as having the exclusive and proper subject matter and personal jurisdiction over this Agreement. GUARANTOR ALSO WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL.

This Agreement may be executed in any number of counterparts, each which when so executed and delivered shall be deemed to be an original and all of which counterparts, when taken together, shall constitute but one in the same instrument. Facsimile signatures of this Agreement shall be treated as originals until such time as the original signatures can be obtained.

Guarantor #1 Full Name: _____

Address: _____

Signature: _____ Date: _____

Guarantor #2 Full Name: _____

Address: _____

Signature: _____ Date: _____

This guaranty must be completed, signed by each guarantor, and the original returned to ADO before your membership can be considered for approval. Once your application has been received and we gain credit approval, your practice will be notified of your account numbers.

PRACTICE INFORMATION:

ADO Account Number: _____
(Office use only)

Business/Practice Name: _____ Doctor/Owner Name: _____

City: _____ State: _____ Zip Code: _____

Doctor Email Address: _____ Phone Number: _____

STATEMENT DELIVERY:

Mail Online/Email: _____
(Provide email for notification delivery)

FREE FRAME SHIPPING INFORMATION:

Please provide (1) general / office email and up to (3) additional emails for program notification.

Practice Primary Contact: _____ Email: _____

Contact: _____ Email: _____

Contact: _____ Email: _____

Contact: _____ Email: _____

FREE FRAME SHIPPING PERMISSION STATEMENT:

- Yes - Add the participating frame vendors that I have check marked on the vendor registration form to this program at no cost!
- Opt-out - I do not want to participate.

CONTACT LENS AUTHORIZATION AGREEMENT:

- I have joined ADO Practice Solutions and request that Johnson & Johnson and CooperVision assign my practice to ADO Practice Solutions. I authorize my distributor account representative to contact me with regards to my membership with ADO Practice Solutions. I acknowledge that the ADO Practice Solutions Program will replace any programs or pricing I may already have in place.* This agreement will remain in effect until all parties involved receive a written notice of cancellation from me.

J&J Account #: _____ CooperVision Account #: _____

Date of Authorization: _____ Doctor/Owner Signature: _____

- Opt-out - I do not want to participate.

SHAMIR / ADO RCPV REWARDS:

- Checking this box indicates you want to enroll in the ADO SHAMIR program. The enrollment form will be sent to you via email directly from SHAMIR.

Lab #: _____ Opt-out - I do not want to participate.

LEARN MORE

To learn more about the ADO Member Savings Program - reach out to your ADO Member Consultant for more information.
To learn more about any of the specialty programs highlighted in this packet - visit our website for the most up to date information.



freeframeshipping.com



adopracticesolutions.com/CL



adopracticesolutions.com/premier

Please check the vendor(s) you wish to add to you ADO Account and provide current account numbers. If you want to enroll in our free frame shipping(FFS) program, please check the box below those vendors which participate in program.

CHOICE FRAME VENDORS

Premier Vendors, Rebate Vendors, Free Frame Shipping

- A & A Optical _____
 FFS
- Aspex Eyewear Group** _____
 FFS PREMIER
- Charmant _____
 FFS REBATE
- Clearvision Optical _____
 FFS
- De Rigo REM _____
 FFS REBATE
- Design Eyewear Group _____
 FFS REBATE
- Europa _____
 FFS REBATE
- Eyewear Design _____
 FFS
- ImageWear** _____
 FFS PREMIER
- Kasperek Optical _____
 FFS
- Kenmark** _____
 FFS PREMIER
- Kering Eyewear** _____
 FFS PREMIER
- L'amy America _____
 FFS
- Lafont _____
 FFS REBATE
- Luxottica Group _____
 FFS REBATE
- Marchon Eyewear _____
 FFS
- Marcolin USA _____
 FFS
- Match Eyewear _____
 FFS
- Modern Optical _____
 FFS REBATE
- MODO Eyewear** _____
 FFS PREMIER
- Morel _____
 FFS REBATE
- OGI Eyewear _____
 FFS
- Safilo Group _____
 FFS REBATE
- Tura Inc. _____
 FFS REBATE
- WestGroupe** _____
 FFS PREMIER
- Zyloware _____
 FFS

ADDITIONAL FRAMES

- Altair Eyewear _____
- Alternative Eyewear _____
- Avalon Eyewear _____
- BrillenEyes _____
- Clariti Eyewear _____
- Classique Eyewear _____

- Colors In Optics _____
- Continental Optical Imports _____
- David Spencer Eyewear _____
- Design Gallery LLC _____
- Dolabany Eyewear _____
- Eastern States Eyewear _____
- Etnia Barcelona _____
- Eyes of Faith _____
- I Frame Inc _____
- I Optics Inc _____
- Jonathan Cate _____
- I-dealoptics _____
- Liberty Sport _____
- Luxottica LHB _____
- McGee Group _____
- Mondottica USA, LLC _____
- New Millennium Eyewear _____
- New York Eye/Hart Specialties _____
- OVVO Optics, LLC _____
- OWP USA Inc _____
- Pan Oceanic Eyewear _____
- Plan B Eyewear _____
- Pan Oceanic Eyewear _____
- Q-Vision Optics _____
- Silhoutte _____
- Studio Optyx _____
- Thelios USA Inc _____
- UpLand Eyewear LLC _____
- Villa Veneta Eyewear _____
- Wiley X _____
- Windsor Eyes _____

CONTACT LENSES

CLogic, Rebate Programs

- ABB Optical Group** _____
 PROVIDE J&J # _____
- Alcon Vision _____
- Art Optical Contact Lens _____
- Bausch & Lomb Health _____
- CooperVision** _____
PREMIER MANUFACTURER REBATE VENDOR
- Conforma Contact Lens _____
- Essilor Contact Lenses _____
- Johnson & Johnson** _____
PREMIER MANUFACTURER REBATE VENDOR
- OOGP / Nassau** _____
 PROVIDE J&J # _____
- X-Cel Specialty Contacts** _____
 REBATE

ADO Account Number: _____
(Office use only)

SUPPLIES

Medical, Optical & Additional Supplies

- Hilco Vision _____
- Medline Industries, Inc _____
- OASIS Medical Inc _____
- Ocusoft _____
- Optisource International _____
- Ron's Optical Case Co _____
- Walman Instrument Group _____

LAB VENDORS

Medical, Optical & Additional Supplies

- Dynamic Laboratories _____
- Essilor Labs of America _____
SPECIFY WHICH LAB _____
- Expert Optics Inc. _____
- Eye-Kraft Optical _____
- Hoya Vision Care _____
SPECIFY WHICH LAB _____
- Lensworks Optical Labs _____
- Luzerne Optical Labs _____
- Nassau Vision _____
- Pech Optical Corp _____
- Walman Optical** _____
FFS LAB REBATE PROGRAM

PRACTICE MANAGEMENT

Business Services, Software, Etc.

- CareCredit** _____
PREMIER VENDOR
- CS EYE _____
- Digital Optometrics _____
- Edgepro by GPN _____
- EPS Medical Billing _____
- Eyecare Live _____
- Eye Designs Group _____
- Lensquote _____
- My Frame Gallery _____
- Office Depot _____
- Williams Group _____

VENDOR PERMISSION STATEMENT:

"I hereby request that the vendor accounts I have selected on the vendor registration form be billed through my ADO Practice Solutions account effective immediately."

Authorized By : _____

Date: _____

Practice Name: _____

Address: _____

City/State/Zip: _____



FILL OUT ONLINE FORM
Scan QR Code & Start Selecting Your Vendors

FAX TO: 866.200.5590