

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.

**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:

Business/Practice Name: \_\_\_\_\_ Doctor/Owner Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Doctor Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## 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: \_\_\_\_\_

## VENDOR PERMISSION STATEMENT:

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

Authorized By : \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

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

## SHAMIR / ADO RCPV REWARDS:

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

## 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.



[adopracticesolutions.com/clogic](http://adopracticesolutions.com/clogic)



[adopracticesolutions.com/ffs](http://adopracticesolutions.com/ffs)



[adopracticesolutions.com/premier](http://adopracticesolutions.com/premier)



[adopracticesolutions.com/fuel](http://adopracticesolutions.com/fuel)

Please check the vendor(s) you wish to add to your 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*

- Aspex Eyewear Group \_\_\_\_\_  
 FFS
- Charmant \_\_\_\_\_  
 FFS  REBATE
- Clearvision Optical \_\_\_\_\_  
 FFS
- De Rigo Rem \_\_\_\_\_  
 FFS
- Design Eyewear Group \_\_\_\_\_  
 FFS
- Europa \_\_\_\_\_  
 FFS
- Eyewear Designs \_\_\_\_\_  
 FFS
- Imagewear** \_\_\_\_\_  
 FFS  PREMIER
- Kasperek Optical \_\_\_\_\_  
 FFS
- Kenmark \_\_\_\_\_  
 FFS
- Kering Eyewear \_\_\_\_\_  
 REBATE
- L'amy America** \_\_\_\_\_  
 FFS  PREMIER
- Luxottica Group \_\_\_\_\_  
 FFS  REBATE
- Marchon Eyewear \_\_\_\_\_  
 FFS
- Marcolin USA \_\_\_\_\_  
 FFS
- Match Eyewear \_\_\_\_\_  
 FFS
- Modern Optical \_\_\_\_\_  
 FFS
- MODO Eyewear** \_\_\_\_\_  
 FFS  PREMIER
- Morel \_\_\_\_\_  
 FFS
- OGI Eyewear \_\_\_\_\_  
 FFS
- Safilo Group \_\_\_\_\_  
 FFS
- Silhouette \_\_\_\_\_  
 FFS
- Tura Inc. \_\_\_\_\_  
 FFS  REBATE
- WestGroupe** \_\_\_\_\_  
 FFS  PREMIER
- Wiley X \_\_\_\_\_  
 FFS
- Zyloware \_\_\_\_\_  
 FFS

## ADDITIONAL FRAMES

- A & A Optical \_\_\_\_\_
- Altair Eyewear \_\_\_\_\_
- Alternative Eyewear \_\_\_\_\_
- Archcrown \_\_\_\_\_
- Avalon Eyewear \_\_\_\_\_
- BrillenEyes \_\_\_\_\_

- Capri Optics \_\_\_\_\_
- 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 \_\_\_\_\_
- Eyewear Plus Inc. \_\_\_\_\_
- I Frame Inc \_\_\_\_\_
- I Optics Inc \_\_\_\_\_
- Jonathan Cate \_\_\_\_\_
- I-dealoptics \_\_\_\_\_
- Lafont Co. \_\_\_\_\_
- Liberty Sport \_\_\_\_\_
- Luxottica LHB \_\_\_\_\_
- McGee Group \_\_\_\_\_
- Mondottica USA, LLC \_\_\_\_\_
- New Millennium Eyewear \_\_\_\_\_
- New York Eye/Hart Specialties \_\_\_\_\_
- Optical Exchange \_\_\_\_\_
- OVVO Optics, LLC \_\_\_\_\_
- OWP USA Inc \_\_\_\_\_
- Pan Oceanic Eyewear \_\_\_\_\_
- Plan B Eyewear \_\_\_\_\_
- Q-Vision Optics \_\_\_\_\_
- Ron's Optical Case Co \_\_\_\_\_
- Studio Optyx \_\_\_\_\_
- Thelios USA Inc \_\_\_\_\_
- UpLand Eyewear LLC \_\_\_\_\_
- Villa Veneta Eyewear \_\_\_\_\_
- Windsor Eyes \_\_\_\_\_

## CONTACT LENSES

*CLogic, Rebate Programs*

- ABB Optical Group** \_\_\_\_\_  
CLOGIC  PROVIDE J&J # \_\_\_\_\_
- Alcon Vision \_\_\_\_\_
- Art Optical Contact Lens \_\_\_\_\_
- Bausch & Lomb Health \_\_\_\_\_
- CooperVision** \_\_\_\_\_  
PREMIER MANUFACTURER REBATE VENDOR
- Clerio Vision Inc \_\_\_\_\_
- Conforma Contact Lens \_\_\_\_\_
- Essilor Contact Lenses \_\_\_\_\_
- Johnson & Johnson** \_\_\_\_\_  
PREMIER MANUFACTURER REBATE VENDOR
- Nassau OOGP Vision Group** \_\_\_\_\_  
CLOGIC  PROVIDE J&J # \_\_\_\_\_
- X-cel Specialty Contacts** \_\_\_\_\_  
CLOGIC RGP's

## SUPPLIES

*Medical, Optical & Additional Supplies*

- Hilco Vision** \_\_\_\_\_  
PREMIER VENDOR
- Medline Industries, Inc \_\_\_\_\_
- OASIS Medical Inc \_\_\_\_\_
- Ocusoft \_\_\_\_\_
- Optisource International \_\_\_\_\_
- 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 OOGP Vision Group \_\_\_\_\_
- 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 \_\_\_\_\_
- KleerSpex \_\_\_\_\_
- Lensquote \_\_\_\_\_
- My Frame Gallery by Frames Data \_\_\_\_\_
- Office Depot \_\_\_\_\_
- Williams Group** \_\_\_\_\_  
FUEL PROGRAM

## NEW TO ADO

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