

# Mabrie Facial Model Program

## Patient Model Agreement

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For Valuable Consideration, and subject to the terms and conditions of this Patient Model Agreement (“**Model Agreement**”), effective as of \_\_\_\_\_, 2020, this Model Agreement is made by and between Mabrie Facial Cosmetic, Inc., and its physicians, physician assistants, nurses, clinicians, injectors, employees, photographers, vendors, the Mabrie Facial Institute, and all others working for and under their direction (collectively “**MFCI**”) and \_\_\_\_\_ (“**Model**”). Model and MFCI are collectively referred to as the “**Parties**”.

The Parties agree and acknowledge that participation in the Mabrie Facial Model Program (the “**Model Program**”) is voluntary.

### **Model Program Description.**

Subject to the terms and conditions set forth below, MFCI agrees to provide certain nonsurgical aesthetic treatments to Model to be administered at the discretion of MFCI and the authorization of Model (the “Treatment Plan”) at a reduced fee (the “**Model Program**”). Aesthetic treatments shall be discussed and agreed upon by Model in advance of the commencement of participation, and Model shall, as a precondition to treatment, execute all applicable waivers and agreements to undergo treatment.

### **Monetary Compensation and Model Program Costs.**

No monetary compensation to Model is provided for participation. As more particularly discussed below, there is a \$500 Enrollment Fee that will be applied upon completion of the Model Program and/or upon early termination of the Program.

Assuming completion of the Model Program, Model will receive treatment at a fifty percent (50%) discount off of MFCI’s non-promotional standard fees for treatment.

All payments are due at the time of each treatment. In the event this Model Agreement is terminated voluntarily or involuntarily before completion of the Model Program, Model shall be required to pay non-discounted costs for treatment received up through the date of termination.

### **Pre-Participation Requirements.**

To be enrolled in the Model Program and receive any form of treatment, Model is required to provide the following:

- A signed copy of this Model Agreement;
- A signed Model Photographic Release and Authorization (“**Photographic Authorization**”);
- All required consent for treatment forms;
- Acknowledgments and signatures to applicable disclosures and HIPAA forms; and
- A \$500 deposit which will be deposited upon applied to Model’s treatment, when MFCI deems Model’s treatment complete including the provision of final Images as defined in the Photographic Authorization or shall be credited to the full price of treatment if the Model Treatment is earlier terminated.

### **Model's Representations.**

Model hereby represents and acknowledges and understands that MFCI is providing the aesthetic services contemplated under the Model Program and this Model Agreement in reliance on the following representations by Model:

- Model is 21 years of age or older;
- Model has reviewed the treatment plan and has been advised of and understands the risks and potential side effects associated therewith;
- No guarantees or representations have been made by MFCI regarding the outcome of treatment;
- The failure to follow the directions and recommendations of MFCI can adversely impact upon treatment results;
- Model has no known allergies associated with the medications and/or enhancing agents to be administered in connection with the Model Program and Model's treatment plan;
- The information provided to MFCI in all treatment forms is true and correct to the best of Model's knowledge; and
- Model is solely authorized to approve the Model Program Treatment Plan, and no other persons are required to authorize or approve treatment.

### **Model Program Participation Requirements.**

Model acknowledges, understands, and agrees that (i) Model's Treatment Plan shall be determined by MFCI and Model and will not include treatment MFCI does not believe is in the best interests of Model; (ii) Model shall be required to participate in and attend multiple program appointments; (iii) the Model Program will take a minimum of three to six consecutive months to complete; (iv) four (4) or more visits, as determined by MFCI, are required to complete the Model Program; (v) each follow-up appointment must be scheduled at 4-6 week intervals and must be attended as scheduled; (vi) Model shall cooperate in the treatment plan and the directions of MFCI; (vii) each office visit may take three (3) hours or longer to complete; (viii) Model will follow all pre- and post-treatment instructions as directed by MFCI, and (ix) Model's execution of the Photographic Release is required prior to treatment and allows MFCI to use your before/interim/after photographs, images, videos, electronic images and/or likenesses (the "**Images**") however captured and however and wherever used or published at MFCI's election and sole discretion in any medium for educational, marketing, promotional purposes, and/or any other purposes without restrictions.

### **Multiple Model Program Appointments.**

Model shall schedule and attend appointments as follows:

- 1st Appointment: Model interview and consultation to determine Model's Treatment Plan;
- 2nd Appointment: Initial Treatment;
- 3rd Appointment: Refinement Treatment;
- 4th Appointment: Second Refinement Treatment if necessary as determined by MFCI and/or Final Photographs;
- 5<sup>th</sup> Appointment: Final photographs and imaging.

## **Deposit & Payments.**

- Assuming completion of the Model Program, Model will receive treatment at a fifty percent (50%) discount off of MFCI's non-promotional standard fees for treatment;
- Payments are due at the time of each treatment;
- In the event Model fails to complete the Model Program, voluntarily or involuntarily as defined below, or for any reason whatsoever, Model shall be responsible for the full non-discounted cost of all treatments received.
- A \$500 Enrollment Fee is required to secure participation in the Model Program which fee shall be due and payable at the time of scheduling your first appointment;
- Model shall forfeit the Enrollment Fee if Model fails to complete the Treatment Plan for any reason;
- Only after MFCI deems Model's Treatment Plan to be complete and final, which shall not occur until "post-treatment" photographs and/or imaging are obtained in-office, the Enrollment Fee shall be refunded to Model. Enrollment Fee refunds may take up to 7 to 10 few business days to process;
- Appointment "no-shows", late-cancellations or late appointment changes of less than two (2) business days prior to the scheduled appointment will result in a \$300 late cancellation fee. The Enrollment Fee may not be used toward any late cancellation fees. In addition to treatment fees, the payment of any no show or late fees incurred will be due at the time of Model's next treatment session. In the event, in MFCI's sole discretion, MFCI determines that cancellation will adversely impact the Treatment Plan and/or rescheduling cannot be timely accomplished so as to not adversely impact upon treatment, the Enrollment Fee shall be forfeited.

## **Treatment Plan and Completion.**

Model's Treatment Plan will be deemed "complete" by MFCI in its sole discretion after Model's final appointment and after MFCI's takes Model's final "post-treatment " photographs in-office.

## **Voluntary/Involuntary Program Withdrawal.**

Subject to the terms and conditions of this Model Agreement including the forfeiture of the Enrollment Fee and the payment of non-discounted treatment fees, Model may voluntarily withdraw from the Model Program at any time.

In addition, Model may be involuntarily disqualified from participating in the Model Program in MFCI's sole discretion, if any of the following occurs as determined by MFCI:

- More than one missed appointment;
- More than one cancelled appointment;
- More than one rescheduled appointment without cause and without requisite notice;
- Failure to make and attend appointments at required time intervals;
- Failure to follow MFCI's treatment directions, instructions and recommendations;
- Model's failure to cooperate in the agreed upon treatment plan;
- Model's failure to complete treatment and/or return to the office within the recommended and/or required time frames,
- The modification and/or change to the Photographic Authorization and/or Model's failure to provide photographs and/or Images in accord with the Photographic Authorization and/or any violation of the Photographic Authorization; and

- Any other factors warranting Model's termination from the Model Program in MFCI's discretion.

**Model Release, Indemnity and Hold Harmless Provision.**

Model understands and agrees to be bound to this Model Agreement and agrees to defend, indemnify, hold harmless, release and forever discharge MFCI of any claims to the fullest extent permitted by law: Model agrees to release, defend, indemnify and hold MFCI and its affiliates, predecessors, successors, and assigns, officers, employees, vendors, representatives, partners, agents, consultants, and anyone claiming through them in their individual and/or corporate capacities (the "MFCI Parties") of and from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, and causes of action of any nature or kind, known and unknown, which Model or anyone claiming on behalf of Model may have or claim now or in the future to have against the MFCI Parties in connection with the terms of the Model Agreement, and the treatment and services performed thereunder, and the Photograph Authorization to the fullest extent permitted by law.

**ACKNOWLEDGEMENT AND AGREEMENT**

I have carefully read and fully understand each and every term and provision of this Model Program Agreement. I have had the opportunity to ask questions about the treatment plan and terms of this Model Program Agreement, and those questions have been answered in a fully satisfactory manner. I freely, knowingly, and voluntarily enter into this Model Program Agreement, and authorize and consent to all of the terms set forth above.

\_\_\_\_\_  
*Patient Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*MFCI Witness Signature / Initial*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*MFCI Injector Signature*

\_\_\_\_\_  
*Date*