



## Membership Application

*Amortized Payments/Completed Credit Application Required*

**THIS MEMBERSHIP AGREEMENT (“Agreement”)** is entered into on \_\_\_\_\_, 20\_\_ the (“Effective Date”) between ElderCounsel, LLC (“ElderCounsel”) and \_\_\_\_\_ (the “Member”).

### **MEMBER CONTACT INFORMATION & MAILING ADDRESS:**

PRIMARY MEMBER NAME \_\_\_\_\_ NICKNAME \_\_\_\_\_  
FIRM NAME \_\_\_\_\_  
BILLING ADDRESS 1 \_\_\_\_\_ PHONE \_\_\_\_\_  
BILLING ADDRESS 2 \_\_\_\_\_ FAX \_\_\_\_\_  
CITY, STATE & ZIP \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
SHIPPING ADDRESS (IF DIFFERENT) \_\_\_\_\_  
SHIPPING CITY, STATE & ZIP \_\_\_\_\_

**PROFESSIONAL REFERENCES:** Please provide at least one attorney reference.

1. NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
2. NAME \_\_\_\_\_ PHONE \_\_\_\_\_

**WORD 2003 OR LATER IS REQUIRED TO RUN THIS SOFTWARE. NO OTHER SOFTWARE IS REQUIRED.**

### **REGISTRATION & AUTOMATIC CREDIT/DEBIT CARD BILLING AUTHORIZATION**

Upon approval, we will automatically bill your credit/debit card for the amount indicated and your total charges will appear on your monthly credit/debit card statement. You may cancel this automatic billing authorization after you complete your payment option plan by calling us at

**Please complete and return via fax: (888) 320-6782**

Or mail to: ElderCounsel, LLC, PO 13, Sisters, OR 97759  
[info@eldercounsel.com](mailto:info@eldercounsel.com) | Office: (888) 789-9908, Ext. 81 | [www.Eldercounsel.com](http://www.Eldercounsel.com)

888-659-4069, extension 816 or [accounting@wealthcounsel.com](mailto:accounting@wealthcounsel.com).

I am a WealthCounsel member. I agree to pay ElderCounsel a nonrefundable initiation fee of \$2,495 amortized over 24 months, plus interest of 8% annum (payable in 24 equal monthly payments of \$120) plus 24 consecutive monthly installments of \$300 (the "Initial Monthly Membership Term"). Member will pay the Initial Fee and the monthly installments of the Initial Monthly Membership Term in **24 consecutive monthly payments of \$420** commencing on the Effective Date. \_\_\_\_\_ (please initial)

I am a NAELA member. I agree to pay ElderCounsel a nonrefundable initiation fee of \$2,495 amortized over 24 months, plus interest of 8% annum (payable in 24 equal monthly payments of \$120) plus 24 consecutive monthly installments of \$315 (the "Initial Monthly Membership Term"). Member will pay the Initial Fee and the monthly installments of the Initial Monthly Membership Term in **24 consecutive monthly payments of \$435** commencing on the Effective Date. \_\_\_\_\_ (please initial)

I am neither a WealthCounsel or NAELA member. I agree to pay ElderCounsel a nonrefundable initiation fee of \$2,495 amortized over 24 months, plus interest of 8% annum (payable in 24 equal monthly payments of \$120) plus 24 consecutive monthly installments of \$350 (the "Initial Monthly Membership Term"). Member will pay the Initial Fee and the monthly installments of the Initial Monthly Membership Term in **24 consecutive monthly payments of \$470** commencing on the Effective Date. \_\_\_\_\_ (please initial)

***If you reside in Oregon, New York, Florida or Wisconsin, sales tax is to be calculated on full amount of membership initiation, and first \$25 of monthly fee.***

Total amount to charge Member's card today (including sales tax, if applicable)..... \$ \_\_\_\_\_

Card type:  MasterCard  VISA  AMEX  Discover

_____	_____	_____
Credit card number	Expires:	3 digit code
_____	_____	_____
Cardholder's name: (as shown on credit card)	Cardholder's Zip code (from credit card statement)	
_____	_____	
Billing Address for credit card	_____	
_____	_____	
Cardholder's Signature:	Date:	



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## ELDERCOUNSEL AGREEMENT & POLICIES:

PLEASE READ AND SIGN THIS SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT") AS PART OF YOUR MEMBERSHIP APPLICATION. BY USING THE ELDERDOCX™ SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE ELDERDOCX™ SOFTWARE.

1. **General, Term of Membership.** The software, documentation and any fonts accompanying this Agreement whether on disk, in read only memory on any other media or in any other form (collectively the "Software") are licensed, not sold, to you by ElderCounsel, LLC® ("ElderCounsel") for use only under the terms of this Agreement, and ElderCounsel reserves all rights not expressly granted to you. The Software is licensed as a site license for a one-time member initiation fee and monthly maintenance and support dues renewable on an annual basis. Initial members must commit to one year membership. After the first 12-month period, membership will renew automatically on a month-to-month basis. A site license is comprised of one law firm at one office location with all attorneys covered under the same firm malpractice insurance policy. Each attorney must be listed as a firm partner, associate, or employee in the member profile at the one office location of record. Of-counsel relationships are not considered to be the same law firm even if located in the same offices. Separate satellite office(s) of the same firm will incur additional monthly dues but are not required to pay separate membership initiation fees. A home office computer or laptop computer for the same attorney and firm are not considered separate satellite office(s) and additional monthly dues are not required. (Upon request, a copy of firm's malpractice policy page listing firm members will be provided to ElderCounsel). The rights granted herein are limited to ElderCounsel's intellectual property rights in the Software and do not include any other patents or intellectual property rights. You own the media on which the Software is recorded but ElderCounsel retain ownership of the Software itself. You assume sole responsibility for the installation, use and results obtained from use of the Software.

Fees also include access to the ElderCounsel Knowledge Base, an online file storage area containing numerous and helpful resources for alternative language, PowerPoint presentations, legal research links as well as all regular software updates. ElderCounsel may, in its sole discretion, advise you of updates, upgrades, enhancements or improvements to the Software and/or new releases of the Software (collectively, "Enhancements"). Each such Enhancement to the Software provided shall also be governed by the terms of this Agreement, unless such Enhancement is accompanied by a separate license, in which case the terms of that license will govern.

2. **Criteria for ElderCounsel Membership.** ElderCounsel members and Licensees must be licensed or authorized to practice law as defined by the disciplinary rules of the state bar association or other licensing authority of their state and actively engaged in the practice of law. ElderCounsel members and Licensees must agree to use the Software to draft legal documents in the course of the practice of law, and will not use the Software to engage in or assist any other individual or entity to engage in the unauthorized practice of law.

3. **Permitted Uses.** The Software may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright or materials you are authorized or legally permitted to reproduce. You may make one copy of the Software in machine-readable form for backup purposes only for the computer on which the Software is installed. The Software is protected by copyright law. As an express condition of this Agreement, you must reproduce on the backup copy all copyright and other proprietary notices or legends contained on the original copy supplied to you by ElderCounsel.

4. **Restrictions and Transfer.** The Software contains trade secrets. You may not decompile, reverse engineer, disassemble or otherwise reduce the Software to a human readable form. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE OR OTHERWISE ASSIGN OR TRANSFER THE SOFTWARE, OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.

5. **Protection and Security.** You agree to use your best efforts and to take all reasonable steps to safeguard the Software to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, disclosure or distribution in whole or in part, in any form, shall be made. You acknowledge that the Software contains valuable confidential information and trade secrets and that unauthorized use and/or copying is harmful to ElderCounsel.

6. **Termination.** This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically without notice from ElderCounsel if you fail to comply with any of the terms of this Agreement. Following completion of the Initial Monthly Membership Term of 12 months, either party may terminate this Agreement upon fourteen (14) days advance written notice. Your rights as a Member under this Agreement will terminate automatically without notice if you fail to comply with any of the terms of this Agreement. Upon the termination of this Agreement, your license to use the Software will terminate and you will no longer be entitled to use the Software, any customized document templates, component files, or interview files, and will no longer be entitled to receive Software updates, any software or member support, or any other ElderCounsel member benefit. Termination will not end your obligation to pay for all charges incurred as of the effective date of the termination.

7. **Limited Warranty and Maintenance.** ElderCounsel provides a 30 day refund policy (the "Warranty Period"). Should you decide to return the Software within 30 days, ElderCounsel will give a full refund of initial membership fee and any monthly

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maintenance fees paid before returning the Software, also any obligation for future monthly payments would be cancelled. This is conditioned on a return of the Software and the acknowledgment of the ElderDocx™ copyright 2007-2009 for which all rights are reserved and no part of the Software may be reproduced or used in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information or retrieval system. The monthly maintenance fees include unlimited technical Software support by toll free telephone or email support.

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**8. Disclaimer of Warranties.** THE WARRANTY AND REMEDY PROVIDED IN PARAGRAPH 6 ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. YOU ASSUME ALL RISK AS TO THE SUITABILITY, QUALITY, AND PERFORMANCE OF THE SOFTWARE. ELDERCOUNSEL DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ELDERCOUNSEL OR AN ELDERCOUNSEL AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE,

**9. Limitation of Liability.** IN NO EVENT SHALL ELDERCOUNSEL, OR ANY OF ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR BUSINESS INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ELDERCOUNSEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ELDERCOUNSEL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT YOU ORIGINALLY PAID TO ELDERCOUNSEL FOR THE LICENSE OF THE SOFTWARE.

**10. Controlling Law and Severability.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without reference to its conflict of laws principles.

**11. Complete Agreement; Governing Language.** This Agreement constitutes the entire agreement between the parties with respect to the use of the Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by ElderCounsel.

**12. Acknowledgment.** You acknowledge that you have read this Membership Application, understand it, and agree to be bound by its terms and conditions. You further acknowledge that you:

- (i) are an active member of the bar in good standing engaged in the practice of law, as defined by the disciplinary rules of applicant's state;
- (ii) understand the initial 12-month and monthly fee commitment;
- (iii) will only use the Software at one office location for one law firm;
- (iv) will only use the Software to draft documents in the ordinary course of the practice of law for the benefit of the law firm's clients;
- (v) will not use the Software to engage in or assist any other individual or entity to engage in the unauthorized practice of law;
- (vi) will not transfer the Software to any other individual or entity; and
- (vii) will not use the Software to create or assist in the creation of any documents for any other individual or entity that is not also an ElderCounsel member.

**13. Additional Conditions:** \_\_\_\_\_

ACKNOWLEDGED BY \_\_\_\_\_  DATE \_\_\_\_\_

LICENSED TO PRACTICE LAW IN \_\_\_\_\_

PRINT NAME \_\_\_\_\_ STATE BAR NUMBER \_\_\_\_\_

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