

7509 Draper Avenue, Suite B | La Jolla, CA 92037 858-454-8484 | openwidelajolla.com

DENTAL TREATMENT/ SERVICES AGREEMENT

| ("Doctor") and the Undersigned Patient ("Patient") have | agrand as fallows |
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("Doctor") and the Undersigned Patient ("Patient") have agreed as follows:

ARTICLE ONE (1).

It is understood that any dispute as to dental malpractice, that Is as to whether any dental services rendered under this contract were unnecessary or unauthorized were improperly, negligently, or Incompletely rendered, will be determined by submission to arbitration as provided by California Law, and not by a lawsuit or resort to court process except as California Law provides tor judicial review or arbitration proceedings, both parties to this contract by entering into it, are giving up their constitutional right to have such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

ARTICLE TWO (2).

In the event of any claim, demand, controversy or dispute the essential nature of which Involves personal injury, malpractice or any tort, by Patient, his dependents, whether or not minor, heirs at law or personal representatives against Doctor or any of Doctor's officers, directors, shareholders, agents, representatives, employees, successors In Interests assigns or associates agreeing in writing to be bound by the arbitration provisions of this agreement ((Affiliates). The sole method for resolving such dispute shall be binding arbitration administered by the American Arbitration Association in accordance with Commercial Arbitration Rules of the American Arbitration Association. The parties hereby agree that they shall submit their controversy to an Arbitrator, who Is a Dentist licensed In California. Such arbitrator should be acceptable to both parties. In the event that parties cannot agree upon a sole Arbitrator, each party shall pick an Arbitrator, who is a licensed dentist in California and the two Arbitrators shall pick a third Dentist proceeding under the rules of the American Arbitration Association. Not withstanding the foregoing, two additional Arbitrators, who are Dentists, may be added by the parties by agreement in writing to create an arbitration panel of three. Il Is agreed that all parties relevant to a full and complete settlement of any dispute subject to this agreement may be inverted or joined.

ARTICLE THREE (3).

The prevailing party in any arbitration pursuant to this agreement shall be awarded all costs, including reasonable attorneys' fees and the Arbitrators' fees, in prosecuting or defending that claim in arbitration. but not to exceed Five Thousand Dollars (\$5000) in amount. Furthermore, if any action is undertaken to set aside or otherwise attack the binding arbitration award, the losing party in the court action should bear all the prevailing party's cost, including reasonable attorneys' fees.

ARTICLE FOUR (4).

Any party initialing arbitration under this agreement shall file with his petition a bond or cash surety in an amount equal to Five Hundred Dollars (\$500) which shall provide security tor Attorney's fees and cost in the event that the moving party shall not prevail.

ARTICLE FIVE (5).

This agreement shall govern all future services rendered to Patient by Doctor and Doctor's Affiliates and Associates. Execution of this agreement is a precondition to the furnishing of services of Doctor, but this agreement may be rescinded by written notice by either party within thirty (30) days of signature. After those thirty (30) days, this agreement may be changed or revoked only by a written revocation signed by both parties.

ARTICLE SIX (6).

I understand that each Doctor is an individual practitioner and is individually responsible for the dental/ anesthesia care rendered lo me. I also understand that no other Doctor or corporate entity, other than the treating Doctor, Is responsible for my treatment.

ARTICLE SEVEN (7).

Doctor hereby agrees to render dental/ anesthesia care and service to Patient. Patient agrees to pay Doctor promptly upon rendering of a bill at the current prevailing rates, or to cooperate with Doctor in obtaining payment from third party payer.

ARTICLE: EIGHT (8).

Except tor the fact that Doctor has indicated professional services will not be rendered to Patient unless this agreement is executed, Doctor has made no other representations or statements, oral or written, to induce Patient to execute this agreement.

ARTICLE NINE (9).

In the event that any provision of this agreement shall be void or unenforceable for any reason whatsoever, that such provision shall be stricken and of no force and effect. The remaining provisions of this agreement, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity. This agreement shall be governed by California Law.

NOTICE:

This is a binding legal document which may have an Important effect on your legal rights. Consult your attorney on any questions you may have. By signing this contract you are agreeing to have any Issue of medical malpractice decided by neutral arbitration and you are giving up your right to a jury or court trial. See article one (1) of this contract.

| Patient / Patient Representative Name * | |
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| Patient / Patient Representative Signature * | |
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| Representative Relationship to the Patient * | |
| Representative retationship to the ratient | |
| Date | |
| Date Control of the C | |
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| Doctor Name * | |
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| Doctor Signature ' | |
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| Witness Name * | |
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| Witness Signature * | |
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