

## ARBITRATION AGREEMENT

**ARTICLE I – Agreement to Arbitrate:** It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by Texas law, and not by a lawsuit or resort to court process except as Texas law provides for judicial review of arbitration proceedings. Both parties to this Contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

**ARTICLE II – All Claims Must be Arbitrated:** It is the intention and agreement of the parties that this arbitration agreement shall cover all claims or controversies relating to the matters described in Article I above, except claims within the jurisdiction of the Small Claims Court, whether in tort (intentional or negligent), contract, or otherwise, including but not limited to suits relating to the matters described in Article I and also involving claims for loss of consortium, wrongful death, discrimination, emotional distress or punitive damages. Arbitration pursuant to the terms of this Contract shall bind all parties whose claims as described in Article I may arise out of or in any way relate to treatment or services provided or not provided by Optima Dentistry (OD) or any employee or agent or providers of OD, including any spouse or heirs of Patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. The undersigned understands and agrees that if the undersigned signs this Contract on behalf of some other person for whom the undersigned has responsibility, then, in addition to the undersigned, such person(s) will also be bound, along with anyone else who may have a claim arising out of the treatment or services rendered to that person.

The reference to OD includes the corporation, and its employees, agents and providers. Filing any action in any court by OD to collect any fee from Patient shall not waive the right to compel arbitration of any claim described in Article I. However, following the assertion of any claim against OD, any fee dispute, whether or not the subject of any existing court action shall also be resolved by the same arbitration.

**ARTICLE III – Procedures and Applicable Law:** Patient shall initiate arbitration by serving a Demand for Arbitration on OD and each defendant. The claim shall be mailed by U.S. mail. A Demand for Arbitration must be communicated in writing to all parties, identify each defendant, describe the claim against each party, and the amount of damages sought, and the names, addresses and telephone numbers of the Patient and his/her attorney. Patient and OD agree that any arbitration shall be conducted by a single, neutral arbitrator selected both the parties.

**ARTICLE IV – Retroactive Effect:** Patient intends this Contract to cover services rendered by OD not only after the date it is signed (including, but not limited to, emergency treatment), but also before it was signed as well.

**ARTICLE IV – Severability:** If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

I understand that I have the right to receive a copy of this Contract. By my signature below, I acknowledge that I have received a copy.

**NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE AN ISSUE OF DENTAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. (See Article I of this contract).**