ADVANCED
MICRO-ENDODONTICS, INC
MICROSCOPE-BASED ENDODONTICS
Dr. Ferris Nazeri, D.M.D · 2020 Hurley Way, Ste 280 Sacramento, CA 95825 · (916)923-3636

DENTAL SERVICE ARBITRATION AGREEMENT

Article 1: It is understood that any dispute as to dental malpractice, this as to whether any dental services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompletely rendered, be determined by submission to arbitration provided by California Law, and not by a lawsuit, or resort to court process, except as California law provides for judicial review or arbitration proceedings. Both parties of this contract by entering into it have given 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 2: Said agreement for arbitration as provided in Article 1 above shall apply to the specialist, agents, representatives and employees, successors in interest and staff of the specialist. The patient "whether or not a minor" his/her heirs-at-law, personal representatives and any claim in tort, contract or otherwise the other of demand for arbitration of any controversy, the parties to the controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after notice has been given, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the parties. The arbitrators shall hold hearing within a reasonable time of the date of the notice of the selection of the neutral arbitrator. All notices or other papers required to be served shall be served by US MAIL.

Article 3: The specialist named above agrees only to provide such services as in his opinion are reasonable, necessary and appropriate. Should patient for reasons personal to him/herself refuse to accept the procedures, medicines or course of treatment recommended by the specialist, and if the specialist believes that no professionally acceptable alternative exists, and after being so advised that patient still refuses to follow the recommended treatment or procedure, then the specialist be given no further responsibility to provide services specified herein for the condition under treatment.

Article 4: This agreement may be terminated only if written notice is given within thirty (30) days from the date patient executes this agreement and if no such notice is given, the agreements herein concerning arbitration shall be binding and compulsory.

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 1 of this contract).

_____ _____

Patient Name Date

_____

Patient or parent guardian signature, if minor