

# DENTAL SERVICE AGREEMENT

\_\_\_\_\_ ("Doctor") and the undersigned patient ("Patient") have agreed as follows:

ARTICLE 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 OR WERE IMPROPERLY, NEGLIGENTLY OR INCOMPETENTLY 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 FOR JUDICIAL REVIEW OF 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 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 minors, heirs a law or personal representative 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 BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties hereby agree that they shall submit their controversy to an Arbitrator who is dentist licensed in California. Such Arbitrator shall be accepted by both parties. In the event that the parties cannot agree upon a sole Arbitrator, each party shall pick an Arbitrator who is a dentist licensed in California and the two Arbitrators shall pick a third dentist proceeding under the rules of the American Arbitration Association. Notwithstanding the foregoing, two additional Arbitrators who are dentist may be added by the parties by agreement in writing to create an arbitration panel of three. It is agreed that the parties relevant to a full and complete settlement of any dispute subject to this agreement may be intervened or joined.

ARTICLE 3. The prevailing party in any arbitration pursuant to this agreement shall be awarded all cost, including reasonable attorneys' fees and the arbitrators' fees, in prosecuting or defending the claim in arbitration, but not to exceed \$5,000 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 shall bear all the prevailing party's cost, including reasonable attorneys fees.

ARTICLE 4. Any party initiating 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 for attorney's fees and costs in the event that the moving party shall not prevail.

ARTICLE 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 by Doctor, but this agreement may be rescinded by written notice by either party within thirty days of signature. After those thirty days, this agreement may be changed or revoked only by a written revocation signed by both parties

ARTICLE 6. I understand that each Dentist is an individual practitioner and is individually responsible for dental care rendered for me. I also understand that no other Dentist other than the treating Dentist not Newport Beach Dental Associates L. Gold, Inc. is responsible for my dental treatment.

ARTICLE 7. Doctor hereby agrees to render dental care and service to Patient. Patient agrees to pay Doctor promptly upon the rendering of a bill at the currently prevailing rates, or to cooperate with Doctor in obtaining payment from third party payers.

ARTICLE 8. Except for 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 statement, oral or written, to induce Patient to execute this agreement.

ARTICLE 9. In the event that any provision of this agreement shall be void or unenforceable for any reason whatsoever, then such provision shall be stricken and of no force and effect. The remaining provisions of this agreement, however, continue in full force and effect, and to the extend required, shall be modified to preserve their validity. This agreement shall be governed by California law.

\_\_\_\_\_  
(PATIENT'S SIGNATURE)

\_\_\_\_\_  
TRANSLATED BY

\_\_\_\_\_  
(PATIENT'S AGENT OR REPRESENTATIVE)

\_\_\_\_\_  
(RELATIONSHIP TO PATIENT)

\_\_\_\_\_  
(DOCTOR)

DATE OF SIGNING \_\_\_\_\_