

## **DENTAL SERVICE ARBITRATION AGREEMENT**

(The dentist whose name appears below) SHAYESTEH & SHAMS PA agree to provide to the undersigned patient dental, surgical and related health care services in consideration for the payment on a fee for service basis.

### **ARTICLE I**

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 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.

### **ARITCLE II**

Said agreement for arbitration as provided in Article I above shall apply to any legal claim or civil action in connection with this dental service, including but not limited to disputes as to dental malpractice against this Picasso Smiles, its agents, representatives, employees, successors in interest and staff dentist of the dentist and the patient "whether or not a minor" his 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 a 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 III**

The Dentist named below agrees only to provide such services as in his opinion are reasonable, necessary and appropriate. Should patient for reasons personal to himself/herself refuse to accept the procedures, medicines or courses of treatment recommended by the dentist, and if the dentist 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 patient shall be given no further treatment and the dentist shall have no further responsibility to provide services specified herein for the condition under treatment.

### **ARTICLE IV**

The execution of this Arbitration Agreement is not a precondition to the furnishing of service by the Picasso Smiles. This Arbitration Agreement may be rescinded by written notice from the Patient or Patient's representative to the Picasso Smiles within 30 days of signature and if no such notice is given, the agreements herein concerning arbitration shall be binding and compulsory. This Arbitration Agreement binds the parties and their heirs, representatives, executors, administrators, successors, and assigns.

**NOTICE:** BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF DENTAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL.

Signature: \_\_\_\_\_  
"Patient or Spouse or Parent"

Date: \_\_\_\_\_

Doctor: \_\_\_\_\_

Witness: \_\_\_\_\_