

DENTAL SERVICE ARBITRATION AGREEMENT

The dentist whose name appears below agrees 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 the 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 the 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 dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

ARTICLE II

Said agreement for arbitration as provided in Article I above shall apply to the dentist, agents, representatives and employees, successors in interest and staff of the dentist and patient "whether or not a minor" his heirs-at-law, personal representatives and any claim in tort, contract or otherwise the other of the 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 shall hold a hearing within a reasonable time after notice has been given, the two arbitrators so selected shall select a natural 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 U.S. mail.

ARTICLE III

The dentist named below agrees only to provide such services as in his/her opinion are reasonable necessary and appropriate. Should patient for reasons personal to him himself refuse to accept the procedures medicines or courses of treatment recommended by the dentist, and if the dentist believes that no professional alternative exists, and after being advised that the patient still refuses to follow the recommended treatment or procedure, the patient shall be given no further treatment and the dentist shall have no responsibility to the patient.

This agreement may be terminated only if written notice is given by the patient within 30 days from the date the patient executes this agreement and if no such notice is given, the agreement 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 AWAY RIGHT TO A JURY OR COURT TRAIL.

DATE: _____ PATIENT: _____

SIGNATURE: _____

DR. BIJAN ESHAGHZADEH – DR. DALIA NIKNAM 3662 SUITE 202 # 202 KATELLA AVENUE LOS ALAMITOS CA 90720