

Antonio D. Relucio Jr., D.D.S.

4844 N. First St., Suite 106
Fresno, CA 93726

Dental Services Agreement

Antonio Relucio(Doctor), and the undersigned patient/patients have agreed as follows.

Article 1. It is understood that any dispute as to dental malpractice. That is whether any dental services rendered under this contract were unnecessary or unauthorized or were improperly negligently or incompletely 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 contract, by entering into, 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/her dependents, whether or not minors, heirs at law or personal representatives against doctor or any of Doctors officers, directors, shareholders, agents, representative, employees, successors in interests, assigns or associates agreeing in writing to be bound by the arbitration provisions of the 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 a dentist licensed in California. Such arbitrator shall be acceptable to both parties in the event that the parties cannot agree upon a sole Arbitrator, each party shall pick an Arbitrator who a dentist licensed in California and the two Arbitrators shall pick a third Arbitrator, not withstanding 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 all 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 costs, including reasonable attorneys fees and the arbitrators fees in prosecuting or defending the claim in arbitration, but not to exceed \$5,000.00 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 attorney's fees.

Article 4. Any party initiating arbitration under this agreement shall file with the petition a bond or cash surety in an amount equal to Five hundred dollars (\$500) which shall provide security for attorneys 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 the dental care rendered to me. I also understand that no other Dentist other than the treating Dentist 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 a bill at the currently prevailing rates, or to cooperate with Doctor in obtaining payment from third party payors.

Article 8. Except for the fact that Doctor has indicated professional serviced will not be rendered to Patient unless this agreement is executed. Doctor has made no other representations or statements, 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, shall continue in full force and effect, and to the extent required, shall be modified to reserve their validity. The agreement shall be governed by California Law.

THIS IS A BINDING LEGAL DOCUMENT WHICH MAY HAVE AN IMPORTANT EFFECT ON YOUR LEGAL RIGHTS. CONSULT YOUR ATTORNEY ON ANY QUESTIONS YOU MAY HAVE.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OR MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

(Patient's signature)

(Patient's agent/representative)

(Relationship to Patient)

Date of signing

ADHP Providers who will treat patient

Translated by