



PLEASE READ CAREFULLY PATIENT-DOCTOR ARBITRATION AGREEMENT

This Agreement is made between Ary Krau, M.D., F.A.C.S., Plastikos of Bay Harbor, P.A., their employees, agents, and servants (hereinafter collectively Referred to as “Doctor”) and _____ (hereinafter referred to as “Patient”). It is the intention of their parties to this agreement to bind not, only themselves but also their, heirs, personal representatives, guardians or any persons deriving their claims through or on behalf of the Patient.

It is understood by the Patient that he or she is not required to use the Doctor listed above for plastic surgery services, for ambulatory medical facilities or for other plastic surgery or medical services facilities (“Services”). The Patient also understands that there are numerous other physicians and facilities in this area who are qualified to render quality Services and the Doctor is willing to refer the Patient to another physician or facility in the area of those Services if the Patient requests. Both the Doctor and the Patient agree that arbitration is a preferable method to solving any disputes they may have in connection with the Services, and wish to avoid the expense and inconvenience of litigation, whether by judge alone or by jury.

It is mutually agreed that any controversy, dispute or claim arising out of or relating to the Services of any kind, including the medical care rendered or payment of medical or surgical fees, or any other matter whatsoever, including the interpretation, hereof, shall be settled by arbitration in accordance with the Florida Arbitration Code. The controversy or claim, shall be submitted to a single arbitrator (who must be a physician licensed in Florida) mutually agreed upon by the parties within thirty (30) days of notice of an intent to arbitrate any matter hereunder. If the parties cannot agree upon an arbitrator within such thirty (30) day period such an arbitrator shall be selected in accordance with the Florida Arbitration Code through a court, which has a situs in Miami-Dade County, Florida. The arbitration of such dispute will be held in Miami-Dade County, Florida within thirty (30) days after completion of discovery. The award of the arbitrator will be final and binding on all parties to the arbitration and judgment may be entered upon it in accordance with law in any court of competent jurisdiction. In the event of arbitration the parties hereto specifically agree that discovery shall be allowed in the form of written interrogatories, depositions of witnesses, production, inspection and copying of documents to the same extent as is provided under the Florida Rules of Civil Procedure.

Initials _____

Provided, however, the time for responding to requests for written interrogatories, production and inspection and copying of documents shall be reduced to ten (10) days. Any disagreement between the parties to the dispute as to the scope and extent of and compliance with the discovery will be referred to the arbitrator and his or her determination shall be final. The parties further agree that such discovery procedures shall not be extended beyond two (2) months from the selection of the arbitrator; provided, however, that for good cause, the arbitrator shall be permitted in his or her determination shall be final. The parties further agree that such discovery procedure shall not be extended beyond two (2) month from the selection of the arbitrator; provided, however, that for good cause, the arbitrator shall be permitted in his or her discretion to extend said time for discovery. All expenses of the arbitrator and arbitration (exclusive of each party's attorney's fees, if any) shall be borne equally between the Patient and the Doctor. The parties hereto agree that should any non-economic damages be awarded, in no event shall the amount of non-economic damage awarded exceed the limits set forth in Florida Statute sec. 766.118(2) (generally \$500,000.0, with greater amounts allowed under limited exceptions). The definition of non-economic damage and the calculation thereof shall be consistent with the use of said term and the calculation of non-economic damages under Florida Statutes (2003) sec. 766.202(8) and 766.118(2). Provided, further, the parties hereto agree that no punitive damages may be awarded. Should any part of the provision of this Agreement be held unenforceable or in conflict with law, the validity of the remaining parts or provisions shall not be effected by such holding.

This Agreement shall remain in effect for all treatment, services and surgery provided to the patient presently and any future dates. I (we) have set our hands this

_____ day of _____, 2013

DOCTOR:

PATIENT:

By: _____

By: _____

Patient (Guardian or Guardian if patient is a minor)

By: _____

Patient's Spouse (if available)