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ARBITRATION AGREEMENT

THIS ARBITRATION AGREEMENT ("AGREEMENT"), APPLIES TO PATIENTS ("YOU") WHO IS/ARE IN THE PROCESS OF SECURING DENTAL SERVICES AT OR BY DR. MICHAEL LEVY,DDS ("DENTIST"), OR ANY OTHER DENTIST WORKING WITH OR IN THE BEHAVE OF THE DENTIST.

YOU THE PATIENT AGREE TO AS WELL AS THE DENTIST AGREES THAT ARBITRATION WILL BE THE SOLE METHOD OF RESOLVING ANY AND ALL CLAIMS THAT MAY ARISE AS A DISPUTE OR CONTROVERSY. SUCH CLAIMS INCLUDED BUT ARE NOT LIMITED TO THE FOLLOWING: (1) CLAIMS IN CONTRACT, TORT, REGULATORY, STATUATORY, EQUITABLE, OR OTHERWISE; (2) CLAIMS RELATING TO ANY REPRESENTATIONS, PROMISES, UNDERTAKINGS, WARRANTIES, CONVENANTS, OR SERVICES; (3) CLAIMS REGARDING THE INTERPRETATION, SCOPE, OR VALIDITY OF THIS AGREEMENT OR ARBITABILITY OF ANY ISSUE; (4) CLAIMS BETWEEN YOU THE PATIENT AND THE DENTIST; (5) CLAIMS ARRISING FROM INDIRECT OR DIRECT REFERRAL TO ANOTHER MEDICAL, MEDICAL FACILITY OR DENTAL OFFICE .

EITHER PARTY MAY CONTACT THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AT 1-800-778-7879, OR ONLINE AT WWW.ADR.ORG AND SERVE THE OTHER PARTY WITH REQUIRED NOTICE TO START ARBITRATION PROCESS. BOTH PARTIES MAY MUTUALLY ARGEE IN WRITING TO USE ANOTHER ARBITRATION FORUM AND/OR QUALIFIED ARBITRATOR. BY ENTERING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTIVE OR CLASS MEMBER ON ANY CLAIM YOU MAY HAVE AGAIST THE DENTIST INCLUDUNG ANY RIGHT TO CLASS ARBITRATION OR CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

THE ARBITRATION WILL BE CONDUCTED BY A SINGLE ARBITRATOR WHO SHALL FOLLOW CONTROLLING LAW AND ISSUE A DECISION IN WRITING WITH SUPPORTING OPINION BASED ON APPLICABLE LAW. IF THERE IS NO APPEAL AS STATED HERE BELOW, THE ARBITRATOR'S AWARD SHALL BE FINAL, BINDING, AND CONCLUSIVE ON THE PARTIES AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. AT EITHER PARTY'S ELECTION AND WITHIN 30 DAYS OF RECEIPT OF THE ARBITRATOR'S AWARD, SUCH AWARD MAY BE APPEALED TO ANOTHER ARBITRATOR ("APPELATE ARBITRATOR") WHO SHALL BE CHOSEN IN THE SAME MANNER AS DESCRIBED ABOVE. THE APPELATE ARBITRATOR SHALL APPLY THE SAME STANDARDS OF REVIEW AS AN APPELATE COURT IN THE SAME JURISDICTION AND ISSUE AN OPINION BASED ON SUCH REVIEW AND LAW. THE APPELATE ARBITRATOR'S DECISION SHALL BE FINAL, BINDING AND CONCLUSIVE ON THE PARTIES AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THIS AGREEMENT THAT IS SUBJECT TO THE FEDERAL ARBITRATION ACT (9U.S.C.1 ets eq.) ANY PROTION OF THE AGREEMENT THAT IS UNENFORCEABLE, SHALL BE SERVED, AND THE REMAINING PROVISIONS SHALL BE ENFORCED.

PATIENT SIGNATURE

DATE

PRINT NAME