

David V. Mazza, DDS

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PHYSICIAN – PATIENT BINDING ARBITRATION AGREEMENT

I, _____, (hereinafter “Patient”) hereby enter voluntarily into the following binding arbitration agreement (hereinafter “Agreement”) with Dr. David V. Mazza, DDS and the Mazza Center for Implant and Esthetic Dentistry (hereinafter “Physician”).

I. Consent to Arbitration: Except as provided in Section VIII (Exclusions), the parties hereby agree that any and all disputes arising between Patient and Physician including, but not limited to, claims for breach of contract, medical and/or dental care, informed consent (or lack thereof), assault, battery, fraud, misrepresentation, intentional infliction of emotional distress, violations of the Maryland Consumer Protection Action, loss of consortium, wrongful death and/or survivorship, among others, shall be submitted to binding arbitration as provided under the terms of this Agreement. By entering into this Agreement, both Patient and Physician hereby understand that they are foregoing their constitutional and statutory right to have such disputes resolved in a court of law and/or before a jury of their peers.

II. Binding Nature of Arbitration: It is the intent of the parties that this Agreement shall bind them, as well as their agents, servants, heirs, successors, spouses, children, employers, partners and/or assigns, to the terms set forth herein. In the case of a pregnant mother, the term “Patient” shall mean both the mother and her expected child / children.

III. Arbitration Procedures: The parties incorporate herein by reference the terms of the 2006 Maryland Uniform Arbitration Act (“MAA”), Maryland Code, Courts and Judicial Proceedings Article, §§ 3-201, *et. seq.* as governing the binding arbitration required by this Agreement, subject to the following terms, which are in addition to and/or supersede the provisions of the MAA where inconsistent:

(A) Any party wishing to initiate binding arbitration under the terms of this Agreement shall serve written notice to the other party consistent with Rule 1-121 of the Maryland Rules of Civil Procedure (2006).

(B) Within sixty (60) days after receiving written notice as required by Section III.A of this Agreement, each party shall appoint an individual to serve as an arbitrator (hereinafter “party arbitrator”). Said individuals must have prior alternative dispute resolution experience, either as an arbitrator or mediator, and be listed as an “approved” arbitrator/mediator by either a court of law or an appropriate third party entity such as, but not limited to, the American Arbitration Association. Once selected, the party arbitrators shall confer and select a third arbitrator (hereinafter “neutral arbitrator”) within thirty (30) days. At least one arbitrator shall be a member of the Maryland Bar, in good standing with the Maryland Court of Appeals, and have a minimum of eight (8) years experience practicing law in the State of Maryland. In addition, at least one member of the arbitration panel shall be a physician, licensed in the State of Maryland, with at least eight (8) years experience in the field of dentistry and/or medicine at issue in the dispute.

(C) The parties agree and hereby incorporate by reference the Certificate of Qualified Expert requirements as set forth in the Maryland Code, Court & Judicial Proceedings Article, Sections 3-2A-02 and 3-2A-04 (2006). Failure to comply with these provisions shall subject the parties to the same mandatory and/or discretionary remedies as if suit was filed in the Health Claims Arbitration Dispute Resolution Office and/or a court of law. Any dispute regarding the Certificate requirements shall be decided by the attorney member(s) of the arbitration panel and subject to judicial review in the Circuit Court for Montgomery County.

(D) The parties agree and hereby incorporate by reference the Maryland Rules of Civil Procedure governing discovery, acknowledging that each party shall have the right to engage in discovery, if desired, consistent with those Rules prior to any binding arbitration proceeding under this Agreement. Any disputes regarding discovery shall be decided by the attorney member(s) of the arbitration panel.

(E) At any formal arbitration proceeding from which a binding decision shall be made, the Maryland Rules of Evidence shall be applicable and enforced by the attorney member(s) of the arbitration panel.

(F) Notwithstanding the provisions of the MAA, any decision reached by the arbitration panel must be by the unanimous consent of the arbitrators.

IV. Fees / Expenses: Each party shall pay the fees of their own selected party arbitrator, and shall share equally the fees of the neutral arbitrator. Each party shall be responsible for their own expenses and/or expert witness fees.

V. Consent to Additional Parties: To the extent that a third party would be a proper party to a dispute between Patient and Physician in a court of law, the parties to this Agreement hereby consent to the joinder and intervention of said third party(ies), provided said third party(ies) consent and adopt the terms of this Agreement.

VI. Statute of Limitations: A dispute by either Patient or Physician shall be waived and forever barred if written notice of a demand for binding arbitration in accordance with this Agreement is not made within three (3) years of the date the underlying injury was discovered. Notwithstanding this provision, in no event will either party have a claim for damages if notice of a demand for binding arbitration is not made within five (5) years of the date that the underlying treatment and/or services were rendered.

VII. Cap on Damages: Any decision rendered under the terms of this Agreement shall be subject to the applicable statutory cap on non-economic damages as set forth in Maryland Code, Courts & Judicial Proceedings Article, Sections 3-2A-09 (2006) and 11-108 (2006). Furthermore, Physician shall maintain an insurance policy covering allegations of professional malpractice with minimum limits of one million dollars per incident. Patient hereby agrees to limit his / her recovery for claims covered by this Agreement to the applicable limits of the Physician's coverage. In no event shall any arbitrator have the authority to award punitive damages and/or attorneys fees under this Agreement, as such damages are hereby expressly waived by the parties.

VIII. Exclusions: To the extent a dispute arises between the parties in which the amount in controversy is within the small claims jurisdiction of the District Court for Montgomery County, Maryland, the terms of this Agreement shall not apply and the parties are free to seek legal recourse in the District Court. For the purpose of this exclusion, insofar as it applies to a collections action by the Physician, the "amount in controversy" shall be the balance due to Physician, exclusive of the additional costs, fees and/or interest entitled to Physician in the event of a judgment entered by the District Court. The filing of a small claims action by any party shall have no effect, and will not be construed as a waiver of the terms of this Agreement, as to any other dispute between the parties.

IX. Confidentiality: The parties hereby agree that any arbitration proceeding pursuant to this Agreement, as well as any decision, payment and/or resolution involving a dispute subject to this Agreement, shall be confidential and not disclosed to any third person and/or party except as is required by law.

X. Applicable Laws, Severability & Venue: the parties hereby acknowledge that this Agreement is a binding legal contract entered into between the parties and governed by the laws of the State of Maryland. In the event that any of the terms of this Agreement are deemed to be invalid and/or contrary to Maryland law, said terms shall be severable from the Agreement with the remaining terms given their full force and effect. To the extent that further legal action is necessary to resolve a dispute between the parties, the parties hereby agree and acknowledge that Montgomery County Maryland shall be the proper venue for said action.

XI. Right to Rescind: Either party has the right to rescind this agreement within ten (10) business days by providing written notice in accordance with Rule 1-121 of the Maryland Rules of Civil Procedure (2006).

This Agreement, which totals two (2) pages, contains all terms agreed upon between Patient and Physician with respect to binding arbitration. By signing below, Patient acknowledges having had the opportunity to review this Agreement in its entirety, ask questions, have it reviewed by independent counsel of the Patient's own choosing (if desired) and consents to the terms as set forth above.

Patient's Name: Patient's Signature: Date:

Witness Name: Witness Signature: Date:

Dr's Signature: Date: