

**ARBITRATION AGREEMENT**

THIS AGREEMENT GOVERNS IMPORTANT LEGAL RIGHTS. PLEASE READ IT CAREFULLY IN ITS ENTIRETY BEFORE SIGNING IT.

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between \_\_\_\_\_ (hereinafter "Patient") and **Marietta Dental and Implant Center** (hereinafter "Dental Provider") intended to require that all disputes be resolved by arbitration.

**ARBITRATION PROCESS**

1. **All Claims Covered:** Any and all claims or controversies arising out of or in any way related to this agreement or my treatment, included but not limited to disputes regarding the payment of cost or services provided shall be decided by arbitration.

2. **Demand for Arbitration:** The demand for Arbitration shall be made by the party desiring arbitration in writing to the other party via certified mail return receipt requested.

3. **Mediation:** Either party may request that mediation occur before the arbitration hearing however such mediation is not mandatory.

4. **One arbitrator:** The parties hereby expressly agree that Federal Arbitration Act (FAA) shall apply to this agreement and shall preempt any inconsistent state law. The arbitration shall be conducted by only one arbitrator. If the parties cannot reach an agreement on selection of the arbitrator within twenty (20) days after the demand on the twenty-first day each party shall select one arbitrator. The selected arbitrator shall choose the final arbitrator and the final arbitrator shall serve as the sole arbitrator of this dispute.

5. **Any waiver of claim:** Any claim or issue shall be forever waived if it arose prior to the arbitration hearing and is not presented in the arbitration hearing. A claim that is not served and filed within the statute of limitations period that would apply to this same claim in a court of law is the same claim in accord of law shall be forever waived.

6. **Acknowledgement:** The patient acknowledges that they have received a copy of this agreement and have had the opportunity to review it and ask questions about it before signing it, further they have read the agreement very carefully and asked any questions and have had the opportunity to consult with an attorney of their choice before signing the agreement.

7. **Waiver by trial by Judge or jury:** By signing this agreement the parties are giving up and waiving their right to have any disputes decided in a court of law before a judge and jury.

8. **Binding on parties and others:** It is the intention of the parties to this agreement that all aspects of one party's dispute with the other shall be included and exclusively resolved through the arbitration process set forth in this agreement except as otherwise specified herein. This provision shall apply to all covered affirmative claims that may have against one another including cross claims and counter claims.

9. **Fees and costs:** The mediators and the arbitrator's fees shall be divided equally between the parties shall bear their own attorney's fees and costs associated in any dispute.

10. **Confidentiality:** The mediation and the arbitration proceeding shall remain confidential in all respects, including all filings, documents produced or obtained or other materials provided by or exchanged between the parties in reaching the arbitrator's award. In addition, following receipt of the arbitrator's award each party agrees to return to the other party within thirty (30) days the original and all copies of documents exchanged in discovery and at the arbitration hearing.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Patient's/Responsible Party's Signature:

\_\_\_\_\_ X

Tracy Dillon, DDS  
Danielle Greene, DDS  
Jetoria Irving, DDS  
Dental Provider

1721 Powder Springs Road #103  
Marietta, GA 30064