

**PLEASE READ CAREFULLY
DOCTOR - PATIENT ARBITRATION AGREEMENT**

This agreement is made between Perez and Perez, M.D., P.A., International Eye Center, Inc., Don J Perez, M.D., Ben R. Perez, M.D., their agents, employees or any of the foregoing, referred to herein as "Doctor" and _____ referred to hereinafter as the "patient." It is the intention of the parties to this agreement to bind not only themselves, but also heirs, personal representatives, guardians, children, spouses or any person 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 Dr. Don J Perez, M.D., Benard R. Perez, M.D. nor any of the foregoing referred to as "doctor" for ophthalmic surgery and that there are numerous other physicians in the Tampa Bay area who are qualified to perform ophthalmic surgery.

For in consideration of the mutual benefits flowing one to the other, it is understood and agreed that in the event of any controversy, dispute, or claim which might arise between the doctor and the patient, regardless of whether the dispute concerns medical care rendered, or payment of surgical or other fees, or any other matter whatsoever, the dispute shall be resolved by arbitration as provided in the Florida Arbitration Code, Chapter 682, Laws of Florida. IT IS UNDERSTOOD THAT THIS ARBITRATION SHALL BE IN LIEU OF AND INSTEAD OF ANY TRIAL BY JUDGE OR JURY. Each party shall choose an arbitrator and the two arbitrators shall choose a third arbitrator. The panel of arbitrators shall hear and decide the controversy, dispute or claim, and the decision shall be binding on all parties.

It is further understood and agreed by all parties hereto that the arbitration of any controversy, dispute or claim pursuant to this agreement shall be commenced within the time prescribed by the applicable Florida Statute of Limitations. An action pursuant to this agreement shall be deemed to commence upon receipt of a written claim notifying the Doctor or Patient, whichever the case may be, of the nature of the controversy, dispute, claim, and demanding that the parties proceed with arbitration in accordance with the terms of this agreement. The maximum recoverable damages under this agreement are limited to \$250,000.00

In witness thereof I (We) have set our hands this _____ day of _____ 20_____

"Doctor"

"Patient"

by: _____
Authorized agent

by: _____
Patient

Witness: _____

Witness: _____