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ARBITRATION AGREEMENT

Arbitration. Patient/Patient’s Authorized Representative (“**PATIENT**”) agrees that any action, claim, dispute, or controversy of any kind, now existing or hereafter arising, between **PATIENT** and **ALLERGY, SINUS & ASTHMA CENTER OF LEESBURG, INC., d/b/a ALLERGY, SINUS & ASTHMA: FAMILY HEALTH CENTER (“ASA”)**, and any of its employees, partners, associates, or physicians, relating to the diagnosis, treatment, and/or rendering of these health care and rehabilitation services, and the provision of any other goods or services or transactions, contracts, or agreement of any kind, including any and all actions for medical malpractice, breach of contract, or premises liability, shall be resolved by mandatory binding arbitration. **PATIENT** expressly understands that this agreement is a waiver of any right to trial by a judge or jury and understands that arbitration is the sole and exclusive means for asserting and resolving any claim.

Procedure for Arbitration. **PATIENT** shall serve upon **ASA**, by certified mail, a written demand for arbitration, specifying the nature of the claim, the date of the claimed occurrence, the complained of conduct by **ASA**, a description of **PATIENT’S** injuries and damages, and the name of Claimant’s selected arbitrator. Within sixty (60) days after service of the demand, **ASA** will select its arbitrator. The two selected arbitrators will then select a neutral arbitrator within thirty (30) days. **ASA** will assume all costs associated with retention of Respondent’s arbitrator and the neutral arbitrator.

All claims based upon the same occurrence, incident, or care provided by **ASA** shall be arbitrated in one (1) proceeding. Arbitration hearings will be held in Lake County, Florida. The parties agree that the arbitration proceedings are private, not public, and the privacy of the parties and the arbitration proceedings shall be preserved.

Applicable Law. The arbitration and all matters between the parties shall be governed by Florida law, including the Florida Arbitration Act and the Florida Medical Malpractice Act.

This agreement may be revoked by written notice mailed to **ASA**, by certified mail, within thirty (30) days after signature, and if not revoked, shall govern all products and services received by the **PATIENT** from the date of execution of this agreement.

Severability. If any provision, or portion thereof, of this agreement is held invalid or unenforceable, the remaining provisions, including any portions of said provisions, shall remain in full force and shall not be affected by the invalidity of any other provision or portion thereof.

READ AND UNDERSTOOD: **PATIENT** has read and understands the above Arbitration Agreement, executes same following good and sufficient consideration provided by each party, and agrees to support said Arbitration Agreement. **PATIENT** has had an opportunity to have any questions concerning said Arbitration Agreement or the arbitration process answered.

Patient Name (Print)

ALLERGY, SINUS & ASTHMA CENTER
OF LEESBURG, INC.

Signature of Patient/Patient’s Authorized
Representative

BY: _____
ITS: _____
DATE: _____

Date: _____