

Please read carefully
Doctor-Patient arbitration agreement

This agreement is made between Geoffrey M. Kwitko, M.D., their agents, employees or any of the foregoing, referred to herein after 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 their 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 Geoffrey M. Kwitko, M.D. nor any of the foregoing referred to as "doctor" for ophthalmologic services and that there are numerous other physicians in the Tampa Bay area who are qualified to perform ophthalmologic services.

For and 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 or whether the dispute concerns the medical care rendered, or payment of surgical or other fees, or any other matter whatsoever, the dispute shall be resolved by arbitration as provide in the Florida Arbitration Code, Chapter 682, Laws of Florida. **IT IS UNDERSTOOD THAT THIS ARBITRATION SHALL BE IN LIEU OR AND INSTEAD OF ANY TRIAL BY JUDGE OR JURY.** Each party shall choose one arbitrator and the two arbitrators shall choose a third arbitrator. The arbitrators shall be licensed physicians certified by the American Board of Ophthalmology and actively engaged in the practice of Ophthalmology in the State of Florida. 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 the 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 Statue of Limitations. An action pursuant to this agreement shall be deemed to commence upon the receipt of a written claim notifying the Doctor or Patient, whichever the case may be, of the nature of the controversy, dispute or 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: _____