



2793 Brownwood Boulevard  
The Villages, Florida 32163  
Phone: (352) 259-0151  
Fax: (352) 259-0413  
www.ASAFHC.com

309 La Grande Boulevard  
The Villages, Florida 32159  
Phone: (352) 750-1999  
Fax: (352) 750-1998  
www.ASAFHC.com

Edgar Rojas, MD  
Consulting Physician

Francis E. Neuzil, Jr., Ph.D., APRN-BC  
Board Certified Adult Medicine

## **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: \_\_\_\_\_