



Arviv Medical Aesthetics, PLLC

Name: _____

DOB: _____

Membership start date: _____

Membership End Date: _____

Membership Type: **VIP \$199 MONTHLY**

VIP Membership Agreement

INITIALS

- _____ A minimum 12-month commitment is required
- _____ Payments can be made via Cash, Credit Card or Recurring Payments
- _____ Once your twelve (12) month membership is completed, one month from the deposit can be used or refunded accordingly
- _____ If two (2) consecutive payments fail to process your membership will be automatically cancelled and your deposit will be forfeited. If you choose to reinstate your membership, you will be required to pay for the remaining months in advance
- _____ Cannot be combined with any other specials or discounts
- _____ Initial payment of \$597 will be equivalent to three (3) months membership price (1st month & **deposits of 2 month**)
- _____ 24 hour cancellation policy for VIP Members instead of 48 hours NCNS or same day cancel will result in a \$40 fee
- _____ 10% off products and 20% off Injectables, Laser, Threads, CoolSculpting and Emsculpt NEO
- _____ Pay an extra \$179 within the same month and get an additional service from the VIP Menu List
- _____ Memberships are Non-transferable. You may however receive a gift card for the monthly membership amount to gift to someone else
- _____ Patients cannot come prior to the next billing cycle. If you choose to do so we will bill you at time of service.

Cancellation Policy

If membership is cancelled prior to the 12-month agreement, your deposit is **non- refundable**.

Signature: _____



Arviv Medical Aesthetics, PLLC

Arbitration Agreement

Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by Florida law, and not by a lawsuit or resort to court process except as Florida law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: All Claims Must Be Arbitrate: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or services provided by the physician including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the physician, and the physician's partners, associates, association, corporation or partnership, and the employees, agents, and estates of any of them, must be arbitrated

including, without limitation, claims for loss of consortium, wrongful death, emotional distress, or punitive damages. Filing of any action in any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against the physician, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days thereafter. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses incurred by a party for such party's own benefit. Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator. The parties consent to the intervention and joinder in this arbitration of any person

or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be

stayed pending arbitration. The parties agree that provisions of Florida law applicable to health care providers, shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedure §667.7, Civil Code §3333.1 and §3333.2.



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Article 4: General Provision: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable Florida statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitration shall be governed by the Florida Code of Civil Procedure provisions relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the physician within 30 days of signature and if not revoked will govern all medical services received by the patient.

Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (for example, emergency treatment) patient should initial below: Effective the date of first medical services. If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

NOTICE: By signing this contract, you are agreeing to have any issue of medical malpractice decided by neutral arbitration and you are giving up your right to a jury or court trial.

Signature: _____