



Surgical Fees and Contract Dolls Plastic Surgery LLC

1. Deposit.

Scheduling a surgical procedure requires the coordination of many different resources. This takes time to handle properly so that the patient will enjoy a quality experience. You acknowledge and agree that upon execution of this Invoice of Surgical Fees (the "Agreement"), Dolls Plastic Surgery LLC ("Dolls Plastic Surgery") will incur certain costs and expenses in order to schedule and prepare for your procedure(s). Assuch, you are required to pay to Dolls Plastic Surgery a one-time **NONREFUNDABLE** deposit in the amount of **\$1000.00** (the "Deposit") concurrently with the execution of this Agreement. You agree and acknowledge that the Deposit **SHALL IN NO EVENT BE REFUNDABLE, NO MATTER THE CIRCUMSTANCES**. Specifically, failure to obtain medical clearance for any reason shall not entitle you to a refund.

You agree and acknowledge that your payment of the Deposit is valid for one (1) year. Thereafter, you will be charged an additional amount to proceed with this, or any other, procedure(s) with Dolls Plastic Surgery. You also understand that should your procedure(s) not occur within one (1) year from the execution date of this Agreement, the prices quoted herein may be subject to change.

2. Payment and Terms.

You agree and understand that the above-quoted amount (the "Amount Due") **ONLY** includes pre- operative services rendered and the above-listed procedure(s). You must obtain any and all blood work, CXRs, mammograms, medical clearance, prescriptions, and other ancillary services at your own expense.

You also agree and acknowledge the total Amount Due shall be paid no later than twenty (20) days prior to the date of your surgical procedure(s). Your failure to remit the total Amount Due by such date will result in the cancellation of your procedure(s). You also agree and acknowledge that payment of the Amount Due, and any rescheduling or cancellation fees, are your responsibility. Payments must be paid by patients using their own debit, credit card or financing, no third-party payments are permitted, subject to the cancellation and rescheduling policies in Sections 3 and 4, and any other applicable provisions of this Agreement.

You agree and acknowledge that with any medical procedure **RESULTS ARE NOT GUARANTEED**. To be clear, your obligation to pay the total Amount Due, as well as any other obligations hereunder, are operative regardless of the outcome of any procedure(s). Your payment is for the services provided hereunder, not the results. In the event that you are not satisfied with the results of your surgical procedure(s), your treatment, or you wish to discuss any payment terms, then you should contact Dolls Plastic Surgery at **(305) 995-0545**. Moreover, you agree to mediate any payment dispute prior to seeking a chargeback from any third party.

If you schedule a revision surgery within one (1) year from the date of your procedure(s), you will be required to pay for: operating room costs, supplies, anesthesia, surgeon's fees, and other ancillary costs related to that revision surgery. If you schedule a revision surgery more than one (1) year from the date of your procedure(s), then you will be required to pay in full for any revisions, and subject to any change in price.

3. Cancellation.

In the event Dolls Plastic Surgery cancels for your failure to obtain medical clearance or failure to remit all amounts due and owing, or if you cancel the surgical procedure(s) for any reason whatsoever, then you agree and understand that the following applies:

a. 30 days' notice.

In order to cancel or reschedule your procedure you must provide a Formal Cancellation Notice thirty (30) days prior to your surgery. You will only be able to reschedule your procedure a month prior to your surgery date at no cost; and only one (1) Request per Patient. If your procedure(s) are cancelled, for any reason whatsoever, and such cancellation occurs thirty (30) or more days before the scheduled procedure(s) (or at any time if no procedure has been scheduled), then you shall be entitled to the Amount Due less the Deposit. If the Amount Due was not paid in full, then the refund shall consist of the amount then-paid to Dolls Plastic Surgery, less the Deposit. This fee will be retained by Dolls Plastic Surgery and will not be reimbursed to the patient under any circumstances.

b. 15-29 days' notice.

If your procedure(s) are cancelled, for any reason whatsoever, and such cancellation occurs less than thirty (30) days but no fewer than fifteen (15) days before the scheduled procedure(s), then you shall be entitled to a refund of fifty percent (50%) of the Amount Due less the Deposit. Moreover, if you completed the preoperative visit prior to cancellation, then an additional **\$500.00** will be deducted as a cancellation fee (the "Post-Op Cancellation Fee"). If the Amount Due was not paid in full, then the refund will consist of the amount then-paid to Dolls Plastic Surgery, less the Deposit, and less the Post-Op Cancellation Fee, if applicable. In addition, you understand and agree that your refund may also be reduced by any costs incurred from third-party providers in connection with your procedure(s), such as, but not limited to, the costs of implants.

c. 0-14 days' notice.

If your procedure(s) are cancelled, for any reason whatsoever, and such cancellation occurs less than fifteen (15) days before the scheduled procedure(s), then you agree and acknowledge that you **WILL NOT BE ENTITLED TO ANY REFUND WHATSOEVER.**

d. Illicit Substance Cancellation Fee.

A **\$1,500.00** Operating Room Fee will apply in the event that your surgery is cancelled on the date of the surgery prior to entering the Operating Room as a result of **drug use, alcohol use, nicotine use or the use of any other illicit substances.** **YOU WILL NOT BE ENTITLED TO ANY REFUND WHATSOEVER.** The Surgical Coordinator will reschedule your procedure as soon as the following week at your discretion, once your balance has been paid in full.

e. False or Misleading or High BMI Cancellation Fee.

A **\$1,500.00** Operating Room Fee will apply in the event that your surgery is cancelled on the date of the surgery prior to entering the Operating Room as a result of **(i) providing false or misleading information**

regarding your BMI (Weight and Height) to your doctor, or (ii) a High BMI not disclosed to your surgeon and staff during your preoperative evaluation. An accurate BMI must be disclosed to your doctor and must be disclosed to your surgeon and staff during your pre-operative evaluation. **YOU WILL NOT BE ENTITLED TO ANY REFUND WHATSOEVER.** The Surgical Coordinator will reschedule your procedure as soon as the following week at your discretion, once your balance has been paid in full.

You **MUST** call our practice immediately prior to your surgery if you contract a cold, experience any flu like symptoms, or have any cuts/scrapes/sores that have not healed. These symptoms due to medical reasons may require the surgeons and anesthesiologists to reschedule your surgery.

4. Rescheduling.

You may choose to reschedule your procedure(s) (a "Rescheduled Procedure"), in accordance with Section 3(a). However, in the event that less than 30 days remains prior to your procedure you will be assessed an additional **\$500.00** rescheduling fee (the "Rescheduling Fee") in addition to the Amount Due hereunder. You agree and understand that should you cancel any Rescheduled Procedure, you will also be assessed a **\$1,000.00** cancellation fee for each cancelled Rescheduled Procedure.

5. Medical Clearance and Preoperative testing

All Medical Clearance and Preoperative testing must reach our office 20 days PRIOR TO SURGERY.

If the doctor of your choice is performing the preoperative testing, please request Pre-Operative Clearance and a Physical with sufficient time and mention the importance of us receiving the information in a timely manner. Experience has shown that if not completed in a timely manner, surgery may have to be postponed. As you may know our schedule is fully booked for several weeks so rescheduling may require some time.

Please discuss any further questions with your assigned Surgical Coordinator or one of our representatives at Dolls Plastic Surgery.

6. Independent Contractors.

In order to provide patients with the finest service, Dolls Plastic Surgery has entered into binding agreements with plastic surgeons and other healthcare professionals that provide their services as independent contractors. Dolls Plastic Surgery schedules, coordinates, and delivers the medical support and staff necessary to offer quality services, and we are directly responsible for attending to our patients, as well as overseeing and managing the postoperative care and all other treatments related to the procedure performed. You understand and agree that the surgeons or other healthcare professionals are not acting as agents for Dolls Plastic Surgery and have not relied on such agency.

7. Venue and Governing Law.

This Section is subject to any written alternative dispute resolution agreements between the parties. You agree that this Agreement shall be deemed made and entered into in the State of Florida and shall be governed and construed under and in accordance Florida law. You also acknowledge and agree that venue and the exclusive proper forum in which to adjudicate any case or controversy arising either, directly or indirectly, under or in connection with this Agreement shall be in the court(s) of competent jurisdiction in and for Miami-Dade County, Florida, the State of Florida. You further agree that, in the event of litigation arising out of or in connection with this Agreement in these courts, you will not contest or challenge the jurisdiction or venue of these courts. This constitutes the entire agreement between the parties with respect to the procedure listed herein, and supersedes any prior agreements or understandings, whether oral or written, between the parties with respect to such

procedure. No amendment or waiver of this agreement or any provision hereof shall be effective unless in a writing signed by both of the parties.

Agreement to arbitrate non-medical negligence claims

As a condition of obtaining services at the facilities of Dolls Plastic Surgery LLC (the “Company”), you the signer and/or Patient and/or Payor (“You”) hereby enter this Agreement to Arbitrate Non-Medical Negligence Claims (this “Agreement”) and hereby agree to the each of the following terms which modify and supersede Section 7 of the INVOICE OF SURGICAL FEES AND CONTRACT to the extent Section 7 is inconsistent:

Article 1: Agreement to Arbitrate.

(a) You hereby agree and understand that, except as specifically set forth in paragraph (b) below, any and all claims arising out of or related to the relationship between You and Company will be determined by submission to arbitration as provided by the Florida Arbitration Code, Chapter 682, Florida Statutes, including but not limited to the scope and validity of this Agreement.

(b) Notwithstanding the foregoing, no “claim for medical negligence” as defined in § 766.106(1)(a), Fla. Stat., or any action to collect a fee from You, shall be subject to this Agreement.

(c) In the event that any party to this Agreement refuses to go forward with arbitration, the party compelling arbitration reserves the right to proceed with arbitration, the appointment of an arbitrator, and hearings to resolve the dispute, despite the refusal to participate or absence of the opposing party. Submission of any dispute under this Agreement to arbitrate may only be avoided by a valid court order, indicating that the dispute is beyond the scope of this Agreement or contains illegal aspects precluding the resolution of the dispute by arbitration. Any party to the Agreement who refuses to go forward with arbitration hereby acknowledges that the arbitrator will go forward with the arbitration hearing and render a binding decision without the participation of the party opposing arbitration despite that party’s absence at the arbitration hearing.

Article 2: All Claims Must Be Arbitrated. It is the intention of the parties that this Agreement bind all parties, including any spouse, children, or heirs of the Patient, whose claims may arise out of or relate to services provided by Company, its officers, directors, principals, employees, agents, affiliates, successors, estates, or assigns. The filing of any action in any court by Company or any agent, assign, or affiliate thereof, to collect any fee from You shall not waive the right to compel arbitration of any other claim subject to

arbitration hereunder. Moreover, no amendment or waiver of this agreement or any provision hereof shall be effective unless in a writing signed by both of the parties.

Article 3: Procedures and Applicable Law.

(a) A demand for arbitration must be communicated in writing to all parties and must be made within the applicable statute of limitations under Florida law. Each party shall select an arbitrator (party arbitrator) within thirty (30) days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty (30) days of a demand for a neutral arbitrator by either party. 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 of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party’s own benefit. Arbitration shall take place within one hundred and eighty (180) days after the completion of discovery as provided in Rules 1.280-1.390 of the Florida Rules of Civil Procedure and the decision of the arbitration panel shall be binding upon all parties for all purposes. The time for responding to discovery requests shall be thirty (30) days. All discovery shall be completed within one hundred eighty (180) days after the appointment of the panel of arbitrators, unless the time for discovery is extended for good cause by the panel. The arbitration panel shall decide any disputes regarding discovery.

(b) Under no circumstances is any award of attorneys’ fees and/or costs authorized in any arbitration proceeding that arises under this Agreement. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this Agreement. This immunity shall supplement, not supplant, any other applicable statutory or common law provisions. 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.

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 arbitrators shall be governed by the Florida Rules of Civil Procedure provisions relating to arbitration.

Article 4: General Provisions. 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

Article 5: Retroactive Effect. You agree that any controversy, unless expressly excluded in this Agreement, arising out of or relating to any prior contractual or other relationship with Company, or services performed or to have been performed by Company, shall be submitted to binding arbitration.

If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by the invalidity of any other provision.

YOU AND COMPANY HEREBY GIVE UP THEIR CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE UNDER THIS AGREEMENT DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD ARE ACCEPTING THE USE OF BINDING ARBITRATION.

I have read and understand the above Agreement. I understand that I have the right to have my questions about arbitration of this Agreement answered and I do not have any unanswered questions. I execute this Agreement of my own free will and not under any duress.

Patient Name _____

Signature Date: _____

Signature: _____

Patient Initials: _____