

Technician-Client Arbitration Agreement

Article 1: Agreement to Arbitrate: It is understood that any dispute as to Permanent Cosmetic Make-up (PCM) malpractice, that us as to whether any Permanent Cosmetic Make-up (PCM) services rendered under this contract were unnecessary or authorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by Ohio law, and not by a lawsuit or resort to court process as Ohio law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights 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 Arbitrated: it is the intention of the parties that this agreement binds all parties whose claims may arise out of or relate to treatment or service provided by the technician including any spouse or heirs of the client/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 "client/patient" herein shall mean both the mother and the mothers expected child or children.

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 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. 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 contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

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 Ohio law applicable to health care providers shall apply to disputes with this arbitration agreement, including, but not limited to, Code, of Civil Procedure Section 2711.00 and Civil Code Sections 2711.23 and 2711.24. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 2711.00; however, depositions may be taken without prior approval of the neutral arbitrator.

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 California 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 arbitrators shall be governed by the Ohio Code of Civil Procedure provisions relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the technician within 30 days of signature. It is the intent of this agreement to apply to all Permanent Make-up

(PCM) services rendered any time for any condition.

Article 6: **Retroactive Effect:** if client/patient intends this cement to cover service: rendered before the date it is signed (including, but not limited to, previous applications) client/patient should in al below:

Effective as of the date of first Permanent Cosmetic Make-up (PCM) services

Client/patient's or Client/patient's Representatives initials

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.

I understand that I have the right to receive a copy of this arbitration agreement.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF PERMANENT COSMETIC (PCM) MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

By: _____
Technician or Authorized Representative (Date)
Signature

By: _____
Client/Patient Authorized Representative (Date)
Signature

A signed copy of this document is given to the Client/Patient, if requested.
Original is to be filed in Client/Patient's Permanent Make-up records.