

**Therapist-Client Arbitration Agreement Between Client and CentrePoint, Inc. And/or Wendy Hill, Ph.D.**

**Article 1:**

**Agreement to Arbitrate:** It is understood that any dispute as to malpractice, that is as to whether any services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined in the state of California by submission to Arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for 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 or through Judge, and instead are accepting the use of Arbitration.

Nothing in this agreement should be construed to prevent the parties from trying to mediate any disputes before arbitration. By written agreement of all parties the dates herein can be modified and/or extended in order to schedule and conduct mediation.

**Article 2:**

**All Claims Must Be Arbitrated:** It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by the therapist including any spouse or heirs of the client 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" 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 therapist, and the therapist's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be Arbitrated including, without limitation, the claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the therapist to collect any fee from the client shall not waive the right to compel Arbitration of any malpractice claim.

**Article 3:**

**Procedures and Applicable Law:** A demand for Arbitration must be communicated in writing to all parties. The parties shall first try and agree to choose an Arbitrator. If they are unable to do so within 60 days of attempting to choose an arbitrator, each party shall select a Arbitrator (party Arbitrator) within thirty days and a third Arbitrator (neutral Arbitrator) shall be selected by the Arbitrator 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 the 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 California law applicable to health care providers shall apply to disputes within this Arbitration agreement, including, but not limited to, Evidence Code Sections 1115 through 1128. Any party may bring before the Arbitrators a motion for summary judgment or summary Arbitration in accordance with the Code of Civil Procedure.

**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 California Code of Civil Procedure provisions relating to Arbitration. All claims and/or proceedings will be venued in the County of San Diego, California.

**Article 5:**

**Revocation:** This agreement may be revoked by written notice delivered to the therapist within 30 days of signature acceptance on internet. It is the intent of this agreement to apply to all services rendered any time for any condition.

**Article 6:**

**Retroactive Effect:** This agreement is intended to cover all services rendered before the date it is signed. 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 signed copy of this Arbitration agreement. By my signature or internet acceptance I acknowledge that I have access to or have received a signed copy. By signing this contract I agree to have any issue of malpractice decided by neutral Arbitration and give up my right to a jury or court trial. See Article 1 of this contract.

By \_\_\_\_\_  
Client's or Client's Representative's Signature Date

By \_\_\_\_\_  
Print Client's Name (If Representative, Print Name and Relationship to Client) and Signature Date

By \_\_\_\_\_ Authorized Therapist: Wendy Hill, Ph.D., President,  
CentrePoint, Inc., 4407 Manchester Ave., Suite 103, Encinitas, CA 92024

