

**RESIDENT AND FACILITY ARBITRATION AGREEMENT**  
**(READ CAREFULLY)**

It is understood and agreed by \_\_\_\_\_ (the "Facility") and \_\_\_\_\_ ("Resident" or "Resident's authorized representative" hereinafter collectively the "Resident") that any legal disputes, controversies, demands or claims (hereinafter collectively referred to as "claim or claims") that arise out of, or relate to, the Resident Admission Agreement, Resident Agent Agreement, or any service or healthcare provided by the Facility to the Resident, shall be resolved exclusively by binding arbitration to be conducted at a place agreed upon by the parties, or in the absence of such agreement, at a location selected by the arbitrator, and not by a lawsuit or resort to court process except to the extent that applicable state or federal law provides for judicial review of arbitration proceedings or by judicial enforcement of arbitration awards. The arbitrator will be selected by the Facility from a list of individuals who are certified in alternative dispute resolution or are retired judges who routinely offer their services as arbitrators.

This agreement to arbitrate includes, but is not limited to, any claims related to payment, non-payment, or refund for services rendered to the Resident by the Facility, violations of any right granted to the Resident by law or by the Resident Admission Agreement, breach of contract, fraud or, misrepresentation, negligence, gross negligence, malpractice, or any other claim based on any departure from accepted standards of medical or health care or safety, whether sounding in tort, contract or otherwise. However, this agreement to arbitrate shall not limit the Resident's right to file a grievance or complaint, formal or informal, with the Facility or any appropriate state or federal agency.

The parties agree that damages awarded, if any, in an arbitration conducted pursuant to this Arbitration Agreement shall be determined in accordance with the provisions of the state or

federal law applicable to a comparable civil action including any prerequisites to, credit against or limitations on such damages.

It is further agreed that the arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

It is the intention of the parties to this Arbitration Agreement that it shall inure to the benefit of and bind the parties, their heirs, successors and assigns, including the agents, employees, and servants of the Facility, and all persons whose claims derive through, or on behalf of, the Resident, including that of any parent, spouse, child, guardian, executor, administrator, legal representative, or heir of the Resident.

All claims based in whole or in part on the same incident, transaction, or related course of the care or service provided by the Facility to the Resident, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to the Facility or received by the Resident, and is not presented in the arbitration proceeding.

The parties understand and agree that by entering this Arbitration Agreement they are relinquishing and waiving their constitutional right to have any claim decided in a court of law before a judge and/or a jury.

The parties agree that except as may be required by law, neither party, nor the arbitrator, may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

The Resident understands that (1) he or she has the right to seek legal counsel concerning this agreement; (2) the execution of this arbitration agreement is not a precondition to the

furnishing of services to the Resident of the Facility; and (3) this arbitration agreement may be rescinded by written notice to the Facility from the Resident within 15 days of signature. If not rescinded within 15 days, this Arbitration Agreement shall remain in effect for all care and services rendered by the Facility.

\_\_\_\_\_  
Resident/Representative's Signature

\_\_\_\_\_  
Facility's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident/Representative (Print Name)

\_\_\_\_\_  
Facility's Authorized Agent (Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date