

PATIENT SERVICES AGREEMENT

By agreeing to be treated by Kenneth Wilstead, DMD, PA (hereinafter referred to as the "Practice"), the Patient agrees that the Practice shall not give a refund of monies back to the Patient, under any circumstances, and also agrees to the following items listed below:

NO-REFUND POLICY: The Patient is made aware, prior to engaging the Practice to perform any dental procedures whatsoever, that the Practice does not give any refunds back to its Patient(s), under any circumstances. As such, the Patient understands, that upon paying monies to the Practice, they shall not be entitled to a refund of any of their monies. Any demand or claim for a refund will be rejected by the Practice. Even if the Patient is unhappy with their services, they shall not be entitled to a refund of their monies paid.

DISPUTE OF CREDIT CARD CHARGES: In certain circumstances, the Practice may accept credit card payments from its Patients, for work to be performed. The Patient agrees that they may not dispute or charge back any credit card charges, even if they are unhappy with the services provided by the Practice. In the event of a charge back or dispute of the credit card charge, the Patient agrees that they have waived their right to dispute or charge back any credit card payments processed by third party credit card processor and/or a bank.

REPAIR OF DENTAL WORK: In the event that the Patient is unhappy with their dental procedure results, the Practice is agreeable, in its own unfettered discretion, to repair or fix the dental work. However, in order for the Practice to repair or fix the dental work, the Patient must timely notify the Practice of the problem. Said notification must be made, within 15 days of the Patient becoming aware of the problem with the dental work. In the event that timely notice is given, the Patient must then come back into the office, for the dental repair work to be performed, within 15 days of notice being given. If the Practice is unable to treat the Patient during this time, the Practice shall make reasonable accommodations to timely treat the Patient. The Practice shall have unfettered discretion to repair any dental work complained of problems. Any such repair work, if agreed to be performed by the Practice, will not be charged as additional monies to the Patient.

CURE PERIOD PRIOR TO BRINGING SUIT: In the event that the Patient is unhappy with any dental procedure(s) performed by the Practice, the Patient agrees to allow the Practice to fix the issue, prior to the Patient bringing a lawsuit against the Practice. As such, the Patient shall allow the Practice the ability to treat and fix any issues the Patient is complaining about regarding their dental procedure. Prior to bringing suit, the Patient, must timely notify the Practice of the problem with their dental procedure. Said notification must be made, within 15 days of the Patient becoming aware of the problem with the dental work. In the event that timely notice is given, the Patient must then come back into the office, for the dental repair work to be performed, within 15 days of notice being given. If the Practice is unable to treat the Patient during this time period, the Practice shall make reasonable accommodations to timely treat the Patient. If the Practice is unwilling to fix the complained of dental issue, and after the Patient is notified in writing of the Practice's refusal to repair said issue, or no response is received by the Practice, the Patient then may bring an action or lawsuit against the Practice in a Court Proceeding.

This agreement is governed by and shall be construed in accordance with the laws of the State of Texas, with the exclusive jurisdiction being in Dallas County Texas.

I HAVE FULL READ AND UNDERSTAND OF THE CONTENTS OF THIS AGREEMENT BEFORE SIGNING IT. AND, THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED

I ALSO UNDERSTAND THIS CONTRACT AFFECTS MY LEGAL RIGHTS, AND HEREBY SIGNS IT ON MY OWN FREE WILL.

Patient Signature: _____

Printed Name: _____

Date: _____