

PUBLIC STATEMENTS AGREEMENT

Benjamin Stong, M.D. (hereinafter collectively “Physician”), and _____
(hereinafter collectively “Patient”), agree to:

1. Patient exclusively and permanently assigns all property rights and copyrights to Physician for any statement created by Patient that relates in any way to Physician;
2. Physician shall provide professional services to Patient; and
3. Patient’s assignment set forth above (#1) shall be valid for five (5) years from the last date of service by Physician to Patient.

Patient acknowledges that he/she has had ample time to review this Public Statements Agreement. Further, Patient understands that nothing in this Public Statements Agreement prevents Patient from making a statement about Physician. Statements can be either written or electronic.

Patient/Guardian Date

Physician Date

AGREEMENT AS TO RESOLUTION OF CONCERNS

Further, I understand that I am entering into a contractual relationship with Dr. Benjamin Stong, M.D. for professional care. I further understand that meritless and frivolous claims for medical malpractice have an adverse effect upon the cost and availability of medical care, and may result in irreparable harm to a medical provider. As additional consideration for professional care provided to me by Physician, I, the patient/guardian and/or my representative agree not to advance, directly or indirectly, any false, meritless, and/or frivolous claim(s) of medical malpractice against Physician.

Furthermore, should a meritorious medical malpractice case or cause of action be initiated or pursued, I (the patient) and/or my representative agree to use American Board of Facial Plastic and Reconstructive Surgery board-certified expert medical witness (es) in the same specialty as Physician. Furthermore, I agree that these expert witnesses will be members in good standing of and adhere to the guidelines and / or code of conduct defined for expert witnesses by the AAFPRS.

In further consideration for this, I, (the Physician), agree to the same stipulations. Patient/guardian and Physician acknowledge that monetary damages may not provide an adequate remedy for breach of this Agreement. Such breach may result in irreparable harm to Physician’s reputation and business. Patient/guardian and Physician agree in the event of a breach to allow specific performance and/or injunctive relief.

_____ Physician	_____ Patient/Guardian
_____	_____

Effective from Date of Treatment:

Date of Signature