

Agreement

Statements

The undersigned understands and agrees a statement will be prepared and provided to the undersigned that the reflected balance due will be paid by the undersigned within thirty (30) days after receipt of same.

Collection

In the event the undersigned's bill from Surgery Specialists of St. Louis, LLC and/or Francis A. Dysarz, M.D. is turned over to an attorney for collection, the undersigned agrees to pay reasonable attorneys' fees in an amount no less than one-third (1/3) of the judgment entered. Also, the undersigned agrees to pay one and one-half percent (1 1/2%) per month service charge on all pre and post judgment medical fee and costs balances in excess of thirty (30) days in arrears.

Guarantor

The undersigned hereby personally guarantees and agrees to pay Surgery Specialists of St. Louis, LLC and/or Francis A. Dysarz, M.D. any outstanding medical fees and expenses incurred by the undersigned if the undersigned and/or the undersigned's insurance company do not pay Surgery Specialists of St. Louis, LLC and/or Francis A. Dysarz, M.D. within thirty (30) days of being billed for same by Surgery Specialists of St. Louis, LLC and/or Francis A. Dysarz, M.D.

Governing Law, Venue and Submission to Jurisdiction.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri, shall be construed to have been negotiated and entered into in the County of St. Louis, State of Missouri, the exclusive situs and venue for the resolution of any dispute arising hereunder shall be the Circuit Court of the County of St. Louis, State of Missouri, and the undersigned hereby irrevocably submits to the jurisdiction of the Circuit Court of the County of St. Louis, State of Missouri with respect to any claim arising out of or in connection with this Agreement.

Sections and Headings

The sections and other headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Waiver

No waiver by Surgery Specialists of St. Louis, LLC and/or Francis A. Dysarz, M.D. of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of such condition or breach or waiver of any other or subsequent condition of the breach of any other term, covenant, representation or warranty contained in this Agreement.

Severability

If any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

Binding Agreement

This Agreement shall be binding upon and inure to the benefit of Surgery Specialists of St. Louis, LLC and/or Francis A. Dysarz, M.D., their respective heirs, successors and assigns.

Entire Agreement

The undersigned further declares, represents and agrees that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Agreement contains the entire agreement between the undersigned and Surgery Specialists of St. Louis, LLC and/or Francis A. Dysarz, M.D., supersedes all prior written agreements and understanding, oral or written, between the undersigned and Surgery Specialists of St. Louis, LLC and/or Francis A. Dysarz, M.D. relating to the subject matter hereof, and that the terms of this Agreement are contractual and not mere recital.

PHOTOCOPY OF THIS AGREEMENT SHALL BE CONSIDERED AS EFFECTIVE AND VALID AS THE ORIGINAL

Signature _____ Date _____