

FACELIFT & NECKLIFT

Pre-Operative and Post-Operative Patient Instructions

WATCH PRE AND POST OP RECOVERY VIDEOS



<https://youtu.be/aB0u37hq6To>

PRE-OPERATIVE INSTRUCTIONS FOR FACELIFT

SHOPPING LIST

☐

Prescriptions

Submitted to your pharmacy. Your pharmacy should contact you when ready to pick up.

☐

Stool Softener (preferably MiraLAX)

Helps with constipation associated with narcotic pain relievers.

☐

Tylenol (Acetaminophen)

Alternative to narcotic pain medication if pain is not severe. Do NOT take NSAIDS.

☐

Baby Wash Cloths/ Gauze Pads

These are great as “ice packs” for facial areas. Get 2-4 packages so that you can soak in an ice-water bowl & use as much as possible for the first 48 hours after surgery.

☐

Cotton Swabs and Hydrogen Peroxide

Used for cleaning incision lines.

☐

Gentle Shampoo (Baby Shampoo.)

Start using 2 days after your procedure.

☐

Hibiclens

To wash hair night before and morning of surgery.



THE NADERI CENTER
PLASTIC SURGERY & DERMATOLOGY

Pre and Post Facelift & Necklift Instructions

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NIGHT BEFORE SURGERY

- **DO NOT EAT OR DRINK ANYTHING AFTER MIDNIGHT OR SURGERY WILL BE CANCELLED.** If prescribed, take medications with a small sip of water.
- **Shower:** The night before or morning of surgery. This will help reduce the risk of infection by eliminating bacteria. Arrive the day of the procedure with a clean face. Do not apply any makeup, moisturizers, hair sprays, gels, or nail polish.
- **Hibiclens:** The night before & morning of surgery use as instructed. Wash hair and face avoiding the eye area.
- **Set Up Home Recovery Area:** This may include pillows, blankets, books, television, and anything else to assist with a comfortable recovery.
- **Relax:** Stay calm and get plenty of rest to avoid unnecessary stress.

DAY OF SURGERY

- **Dress Comfortably:** Dress in comfortable, clean, and loose-fitting clothes. Shirts that can be buttoned or zipped up are preferred.
- **DO NOT wear** any makeup, jewelry, cosmetic creams, hair products, deodorant, sunscreen, and remove all piercings.
- **No Contact lenses:** Do not wear contact lenses. Remember to bring your glasses to sign necessary paperwork.

POST-OPERATIVE INSTRUCTIONS FOR FACELIFT

24 HOURS POST SURGERY

- **Facial Dressing:** A dressing is placed around the head and neck to provide moderate compression. Keep this dressing dry. Your surgeon will remove the dressing at your post-op day 1 appointment.
- **Head Elevation:** Sleep on your back with your head elevated about 30-40 degrees (2-3 pillows). Do not sleep on your side. Keep your head elevated to minimize swelling. Continue this for 2-4 weeks depending on swelling.



- **Physical Activity:** You may be up and moving around the house on the day of surgery and thereafter. However, avoid all strenuous activity. Getting up and moving around helps prevent blood clots from developing.
- **Facial Movement:** Keep facial/jaw movement to a minimum. Chewing, talking, and laughing should be minimized. Avoid turning your head and if you must turn, move the shoulders and head as one unit.
- **Post-Operative Day 1 Appointment:** You must have a responsible adult drive you to your first office visit post-surgery. At this visit your surgeon will remove your dressing, a few of the skin sutures, and check the progress of your healing.
- **Breathing:** Take deep breaths often when you get home and for the first 24 hours after surgery. This helps to expand the base of your lungs.
- **Aquecool™ Device:** Your surgeon will show you how to put on the Aquecool™ masque the day after your surgery in our office. The Aquecool™ device is a special cooling device that assists with significantly reducing swelling and discomfort after a facelift/necklift. Keep the masque on and connect it to the Aquecool™ machine when you return home. Begin using the machine and use as much as possible to maximize its benefit. If the Aquecool™ masque becomes uncomfortable you can reposition the masque or even take small breaks from using the device. It is advised to use the Aquecool™ device for 3 days and then return the machine. Ensure you return the machine in a timely fashion as the Aquecool™ rental company or late fees may apply.
- **Head Sling:** Wear your head sling during all times for the first week except for when you are using the cooling masque. You may take it off to shower. Then wear it only at bedtime for the second week.

MEDICATIONS

- **Antibiotic:** Start your antibiotic the night of your surgery and take all tablets as prescribed and until finished.
- **Pain Medication:** You will be prescribed a pain medication for post-operative pain control. If your discomfort after surgery is not strong you are welcomed to take Tylenol in place of the prescribed medication. Do not take Tylenol with the pain medication, often the medication you are prescribed will have Tylenol in it. **Do not exceed 4,000 mg of Tylenol in any 24-hour period.** Take medication with food to minimize risk of nausea.
- **Constipation:** Sometimes decreased physical activity as well as pain medications may lead to constipation. Any over the counter stool softener such as Metamucil or Colace



can be used. Start laxatives with the narcotic pain medications to prevent constipation from occurring.

- **Nausea:** Some pain medication may make you feel nausea. It is best to eat something small 20 minutes before taking pain medication. Keep hydrated with small sips of non-caffeinated beverages (ginger ale, Sprite, Gatorade).
- **Medication to Avoid:** Avoid medications containing aspirin or ibuprofen (Advil, Motrin, Naproxen, etc.) for two weeks before and after surgery. These medications may increase bleeding.
- **Substances to Avoid:** Avoid alcohol, nicotine, and caffeine, for these will dramatically slow the healing process.

NUTRITION

- **Diet:** A light low-fat diet is best after surgery. Soft foods will be best to decrease excessive chewing that would lead to more swelling and discomfort. You may start a regular diet after your surgery as long as you are not feeling nauseous or vomiting.
- **Hydration:** Stay hydrated by drinking 8 -10 glasses of water a day. Avoid alcohol for 48 hours and while you are still having to take pain medications.

ACTIVITY

- **Movement is Important:** Make sure you are up and walking around immediately after your surgery. When lying down in bed or on the couch, make sure you are moving your legs and ankles.
- **Glasses:** You may wear sunglasses and eyeglasses as soon as the bandages are removed. Wear glasses over your head sling. Contact lenses may be inserted the day after surgery, unless you have had eyelid surgery in combination with you facelift/neck lift.
- **Driving:** Do NOT operate a vehicle or make important decisions until you have been off pain medications for 24 hours. Use good judgment.
- **Return to work:** Returning to work depends on the amount of physical activity and public contact your job involves and also the amount of swelling and discoloration you develop; the average patient may return to work or go out socially 1-2 weeks after surgery. There is some individual variation regarding the time one returns to work
- **Physical Activity:** Avoid bending, lifting, straining and aerobic activities for 2-3 weeks or until you have been cleared by your surgeon. Avoid hitting or bumping your face and neck.



- **Exercise:** Exercise may not be resumed for 3-4 weeks post-op or as further instructed by your surgeon. When cleared, you must start easy and build back up to your previous exercise levels. Resuming exercise may worsen swelling.
- **Travel:** Airline travel is restricted until 1 week postop. You will notice increased swelling with airline travel, and this can happen 6-8 weeks out from surgery.
- **Face Care:** Do not tweeze eyebrows for one week. Wash your face gently with a mild soap or cleaner twice daily after the first week, using a gentle upward motion. Do not use any harsh chemicals or creams on your face until all incisions have healed and your surgeons has advised you can return to your normal skincare regiment.
- **Smoking:** **Smoking should be strictly avoided** as it interferes with the blood supply to the tissues and slows and hinders the healing process

BATHING

- You may shower and gently wash your hair 2 days after your facelift, avoiding the incision areas using a gentle shampoo such as Baby Shampoo. **Never wash your hair the day of suture or staple removal.**
- **Hair Care:** You may gently comb your hair with a large, toothed comb. Avoid aggressively tugging at hair knots or tangles. You may use a hair dryer to dry your hair only if it is set on the cool setting. No hair products (gel, mouse, hairspray, leave in conditioners, etc.) may be used for at least a week.
- **Hot Tubs/Baths/Swimming Pools:** No tub baths or jacuzzi until your incisions have healed, and approved by your surgeon, which is usually around 6 weeks.

HOW TO TAKE CARE OF YOUR INCISIONS

- **Cleaning your incisions:** Soak a cotton swab with hydrogen peroxide. Gently apply the cotton swab over your suture lines 3 times daily. Suture lines will be found in front of and behind your ears. Then using a dry cotton swab gently dry the hydrogen peroxide. Finally apply a small amount of Bacitracin ointment with the cotton swab to keep the incision sites moist.
- **Crusting:** Occasionally crusting will occur around the sutures. Do not try to remove this yourself. This is normal and will resolve. Showering daily will minimize crusting.
- **Sun Exposure:** Avoid sun exposure as much as possible. This will optimize scar healing and minimize swelling. During the first year it is crucial to use an SPF 30 or greater when



outdoors. Even mild sunburn can cause permanent discoloration, worsen swelling, and irritate an incision that is healing.

- **Suture Removal:** Do not attempt to remove sutures or staples yourself. Your Surgeon will remove all staples and permanent sutures at your follow-up appointments.
- **Makeup:** Do not use make-up for the first four days. When you begin to apply makeup, avoid application directly on healing incisions for at least a week.

WHAT TO EXPECT

- **Swelling and Discoloration:** Swelling and bruising of the surrounding tissues can be expected. Swelling and bruising may worsen on the second and third day after surgery. It is not unusual for one side of the face to be more swollen than the other. This is temporary and will improve over the course of the next six weeks.
- **Bleeding:** Some mild bleeding is not unusual at the incision sites the first few days after surgery. If you try to do strenuous activity, increase your blood pressure by straining on the toilet, sneezing, heavy lifting or bending forward you will aggravate the bleeding and swelling.
- **Numbness:** It is more common to have numbness of the cheeks, ears, and under the chin area that may last 3-6 months. Tingling and other odd sensations around incision lines are all to be expected and normal.
- **Lumpiness:** You may feel some lumpiness in your cheeks and neck. This is normal and will resolve within a few weeks.
- **Pain and Itching:** Occasional sharp shooting pains or itching is normal and will resolve in a few weeks. Pain is subjective, but most patients describe a mild to moderate pain level after a facelift. Pain is worse at night and can be aggravated with stress.
- **Weak or Dizzy:** You may experience some weakness or dizziness. This may be more evident if you try to stand up too quickly. Take a minute to go from lying down to standing. The sensation of feeling lightheaded will get better in a few days. Make sure to drink plenty of fluids.
- **Depression:** You may experience a period of mild depression after cosmetic surgery. This is related to the shock of seeing your face swollen and discolored. Remember this is temporary and once the healing process is completed you will begin to enjoy the results of your surgery.



- **Scars:** After all stitches have been removed, the scars will appear a deep pink color. With time, the pink will fade and become white, the firmness of the scar will soften, and they will become less noticeable. Everyone's healing process is different, but it takes **approximately a year** for these changes to occur and the scars to look their best. Once your surgeon advises you, you may apply a Silicone based scar gel to your scar for enhanced healing.
- **Final Result:** Expect to see your final results between 6-12 months as the healing process takes time.

EMERGENCY SITUATIONS – WHEN TO CALL THE OFFICE (703) 481-0002, OR GO TO THE HOSPITAL

- **Signs of Infection:** Spreading redness, worsening swelling, increased drainage or drainage of pus, worsening pain, warmth at incision site and temperature over 101 degrees Fahrenheit.
- **Difficulty breathing, swallowing, or speaking.**
- **Excessive Bleeding:** Bleeding that persists after applying pressure for 20 minutes.
- **Medication Reactions:** If you develop hives, rashes or itching you may be having a medication allergic reaction.
- **Other Emergency Situations:** Shortness of breath or difficulty breathing, chest pain, lightheadedness that does not quickly resolve, severe vomiting, pain, or asymmetric swelling in your legs.



**Advanced Ambulatory, Inc.**2211 Norfolk, #1110
Houston, TX 77098**RENTAL CONTRACT****Order by FAX**
1-888-453-0546**Order by e-mail**
info@aaihealthcare.com**Order by Phone**
1-877-365-HEAL (4325)

Please read the STANDARD RENTAL TERMS AND CONDITIONS on back side

PATIENT	Patient Name		Doctor Name Jessica Kulak MD	
	DOB	Sex	Office Address 1850 Town Center Pkwy Suite #551	
	Surgery Date		City Reston VA 20190	
	Type of Surgery / Procedures		Office Tel. No. 703-481-0002	
	Phone		Email Address surgery@nadericenter.com	
PAYMENT	Email address			
	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AmEx <input type="checkbox"/> Discover			
	Credit Card Number		Exp Date (mm/ yy)	
	Name on Credit Card			
	Billing Address		Unit / Apt	
SHIPPING TO	City		State Zip Code	
	Card Holder Signature			
	X _____			
	<input type="checkbox"/> Check if same as billing address			
	Name			
Shipping Address		Unit / Apt		
City		State Zip Code		
Phone		Alternate Phone		
Special Instructions:				

SURGEON BILLING TOTAL	Check to order	Items	Price*
	AqueCool Rapid Recovery System		
	<input type="checkbox"/> 3-Day Home Recovery System Rental		\$235
	+ Additional rental days are twenty-five dollars (\$25) per day, charged when AqueCool Device is returned. + Typical patient use is 5-9 days. Follow your Doctor's instructions. + Your Doctor will provide your Masque. + Price includes Free Standard shipping to and from your home (see below). + No rental charges while Device is in transit.		
	Shipping and Handling (automatically applied)		
	Standard (order placed at least 7 business days before surgery)		FREE
	Express (order placed 4-6 business days before surgery)		\$45
	Priority (order placed 2-3 business days before surgery)		\$65
	Overnight (call for pricing - 1-877-365-4325)		call for price
	Total Charge*		

***Please Note: State of CA imposes an 8.5% Sales & Use Tax for CA Residents**

Advanced Ambulatory, Inc. RENTAL TERMS AND CONDITIONS

- Rental Period:** Lessee understands the rental period begins on the day of surgery indicated in this rental agreement and ends on the day during which the equipment pick up is arranged with the courier, or on the day the equipment is dropped off with the courier. Lessee is responsible for arranging equipment pick up time and location.
- Additional Rental Days:** Lessee understands that the rental price is two hundred forty-five dollars (\$245) for the 7-day package, and that each additional rental day is billed automatically at twenty-five dollars (\$25) per day when the device is returned.
- Cancellation Policy:** Orders cancelled for any reason after equipment has been shipped will be charged fifty dollars (\$50), plus any non-Standard shipping costs.
- Damaged Equipment:** Lessee agrees to return all Advanced Ambulatory, Inc. Rental Equipment to Lessor undamaged excepting reasonable wear and tear. If equipment is returned in a damaged, tampered or excessively worn condition, Lessee shall pay Advanced Ambulatory, Inc. the cost of repair as determined by Advanced Ambulatory, Inc., not to exceed the retail value of the equipment.

NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON THE ORIGINAL OF THIS ORDER, SIGNED BY THE CUSTOMER AND APPROVED BY Advanced Ambulatory, Inc.. THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY AN OFFICER OF Advanced Ambulatory, Inc..

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS SHEET.

BY TYPING YOUR NAME IN THE "Patient Signature" SPACE, I, the undersigned, am 18 years of age or older, have read, understand and agree to the terms outlined above and on the reverse side of this agreement. I, furthermore, understand that my credit card will be charged for the equipment rental as well as any additional items purchased and/or not returned and/or items returned damaged, and/or any late charges/fees that may be incurred.

Lessee Signature X _____

Date _____

Advanced Ambulatory, Inc. STANDARD RENTAL TERMS AND CONDITIONS

1. **UNIVERSAL TERMS AND CONDITIONS.** These are universal terms and conditions intended to apply to whatever use this form may be put, except to the extent they are inconsistent with the printed and written materials on the reverse side of this form. In these terms and conditions the word "equipment" shall mean Advanced Ambulatory, Inc. Recovery products, AqueCool Recovery Unit, AqueShield Mask, therapeutic temperature control devices and other accessory equipment, property, materials, supplies, etc., as the context may require.
2. **RENTAL TERMS.** Advanced Ambulatory, Inc. hereby rents the Equipment to Lessee for the period commencing on the surgery date indicated on the reverse side of this form and ending upon its pick up from or drop off to an authorized shipping company, subject to charge for the applicable rental period. Unless otherwise specified, rental is for a minimum period specified in the Rental Agreement. For all purposes under this Agreement, title to the Equipment, if any, shall at all times remain in Advanced Ambulatory, Inc.. Lessee shall pay Advanced Ambulatory, Inc. the rental amount as determined by the schedule of rental fees provided by Advanced Ambulatory, Inc.. No allowance will be made for Sundays, holidays, delays due to strike, time in transit, or for any period of time the Equipment may not be in actual use while in Lessee's possession. Rental fees shall become due and payable as provided in the Rental Agreement. Rental rates are for normal and reasonable use of Equipment.
3. **INTEREST.** If any amount due under the terms of this Agreement is not paid when due, the Lessee shall be in default and an interest charge shall be imposed in an amount equal to one and one-half percent (1.5%) per calendar month on the unpaid balance from the date payment was due until paid. If at any time the interest rate provided for herein is adjudged or otherwise determined to exceed the maximum interest rate permitted by applicable law, for such time as the rate is deemed excessive, its application shall be suspended and there shall be charged instead, the maximum rate permitted by law.
4. **DISCLAIMER OF WARRANTIES; INSPECTION OF EQUIPMENT.** Advanced Ambulatory, Inc. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, AND NON-INTERFERENCE. Prior to execution of this Agreement, Lessee has examined the Equipment as fully as desired, or had the opportunity to make such examination and refused to do so, or examined Advanced Ambulatory, Inc.'s brochure(s), description and technical specifications and is satisfied therewith and waives the examination of the Equipment, and acknowledges that the Equipment conforms to the description set forth on the reverse hereof. Lessee acknowledges that Advanced Ambulatory, Inc. has made no promises, representations, warranties, or assurances to Lessee that are not specifically set forth herein, as inducements to enter into this Agreement.
5. **RECEIPT, USE, MAINTENANCE, AND FAILURE OF EQUIPMENT.** By accepting delivery, Lessee acknowledges that it has received the Equipment and all devices and materials used to connect the Equipment in good working order. Lessee shall not abuse, harm or improperly operate the Equipment, and shall possess and operate it in conformance with all applicable laws and regulations, and in accordance with the manufacturer's specifications and recommendations. In the event of any failure of the Equipment, of any nature whatsoever, Lessee shall immediately notify Advanced Ambulatory, Inc.. Without Advanced Ambulatory, Inc.'s written authorization, Lessee shall not incur any expense for Advanced Ambulatory, Inc.'s account for the repair or shipping of failed Equipment.
6. **RETURN OF EQUIPMENT.** Upon expiration of the rental period or upon termination of this Agreement, Lessee shall accommodate the return of all of the Equipment to Advanced Ambulatory, Inc.'s premises in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages and/or loss of the Equipment.
7. **DAMAGED EQUIPMENT; REASONABLE WEAR AND TEAR.** If the Equipment is returned in a damaged or excessively worn condition, Lessee shall pay Advanced Ambulatory, Inc. the reasonable cost of repair. Reasonable wear and tear shall mean only the normal deterioration of the Equipment caused by an ordinary and reasonable use basis. The following shall not be deemed reasonable wear and tear: damage resulting from any overturning or improper use or operation of the Equipment including overloading or exceeding the capacity of the Equipment; damage from dropping and staining of the Equipment or any part thereof, and wear resulting from excess use.
8. **LIABILITY FOR DAMAGES TO PERSONS AND PROPERTY; INDEMNIFICATION.** Advanced Ambulatory, Inc. shall not be responsible for any loss, damage or injury to persons and/or entities including, but not limited to, Lessee, Lessee's customers, guests or invitees, Lessee's employees, or Lessee's property, including incidental, special or consequential damages, in any way connected with the operation of, use of, defect in, failure of the Equipment, or maternal complications including, but not limited to, infant injury, mortality or morbidity, or injury to any individual(s) using the Equipment. Advanced Ambulatory, Inc. and Lessee acknowledge that no third party is intended to be a beneficiary under this Agreement. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD Advanced Ambulatory, Inc. HARMLESS FROM AND AGAINST ANY CLAIMS OF THIRD PARTIES FOR LOSS, INJURY OR DAMAGE TO THEIR PERSON AND PROPERTY ARISING OUT OF LESSEE'S POSSESSION, USE, MAINTENANCE, OR RETURN OF THE EQUIPMENT, INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIMS. LESSEE SHALL FURNISH Advanced Ambulatory, Inc. WITH A COMPLETE REPORT OF ANY ACCIDENT INVOLVING THE EQUIPMENT, INCLUDING NAMES AND ADDRESSES OF ALL PERSONS AND WITNESSES INVOLVED.

The terms and conditions of the Lessee's indemnification obligation shall extend to any claims made by Lessee's employees, and Lessee hereby waives any immunity provided for under state workers' compensation laws. It is agreed that the indemnity provisions set forth herein shall be interpreted to provide the broadest indemnity permitted by law; provided, however, it shall not be interpreted to indemnify Advanced Ambulatory, Inc. against its sole negligence. In the event Advanced Ambulatory, Inc. is adjudged partially at fault for any loss to which the Lessee's indemnity obligation applies, the indemnification shall be enforced only to the extent of the Lessee's negligence, it being the intent that Lessee's indemnification be limited by Advanced Ambulatory, Inc.'s fault, if any.

9. **MEDIATION.** Any claim or dispute relating to this agreement, or any other matters, disputes, or claims between Lessor and Advanced Ambulatory, Inc., shall be subject to non-binding mediation if agreed to by both parties within 30 days of either party making a request to the other by letter. Any such mediation shall be conducted in San Francisco according to the mediation rules of the American Arbitration Association.
10. **ARBITRATION.** All claims and disputes between Lessor and Advanced Ambulatory, Inc., not barred by applicable statutes of limitations or otherwise barred by law, resulting from or arising out of the design, manufacture, warranty, or repair of Advanced Ambulatory, Inc. products and services, and all clauses herein contained, their breadth and scope, and any term of any agreement contemporaneously entered into by the parties concerning any goods or services manufactured or provided by Advanced Ambulatory, Inc.; the condition of the products and services; the representations, promises, undertakings, warranties or covenants made by Advanced Ambulatory, Inc.; or otherwise dealing with the products and services; will be submitted to binding arbitration provided by the American Arbitration Association. In the event a court having jurisdiction finds any portion of this arbitration agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective.
11. **CONSEQUENTIAL DAMAGES.** Advanced Ambulatory, Inc. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF Advanced Ambulatory, Inc. TO COMPLY WITH THE PROVISIONS OF THIS AGREEMENT.
12. **COMPLIANCE WITH LAW AND SAFETY REGULATIONS.** As Advanced Ambulatory, Inc. has no control over the use of the Equipment by Lessee, Lessee agrees, at its sole expense, to comply with the most current version of all CODES OF SAFE PRACTICES, all laws and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) and all other federal, state and local laws, regulations and ordinances, which may affect the Equipment while it is in the possession of Lessee. Lessee shall indemnify and hold Advanced Ambulatory, Inc. harmless from any liability or expense, including attorney's fees, resulting from any actual asserted violations of such laws, regulations and ordinances. The indemnity of Lessee provided for under this Section 13 shall incorporate all indemnity provisions of Section 9 hereof.
13. **OTHER.** Should either party employ an attorney to institute suit of action or appear in any proceeding to enforce any of the provisions of this Agreement or to protect its interest in any matter arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein at the hearing, trial, on appeal, or otherwise; except that if Advanced Ambulatory, Inc. engages an attorney to collect monies due under this Agreement, the attorney's fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorney's fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for any such attorney's fees paid or incurred in good faith. In addition, Advanced Ambulatory, Inc. shall be entitled to reimbursement for all collection charges incurred if it refers a past-due account to a collection agency for collection. This Agreement shall be governed and construed in accordance with the laws of the State of California.

This Agreement sets forth the entire understanding of the parties with regard to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to said subject matter. This Agreement may be amended, modified or rescinded only by a written instrument signed by both parties, and shall not be modified or altered by any course of performance by either Advanced Ambulatory, Inc. or Lessee, or by usage of the trade.