

ARBITRATION AGREEMENT

Re: _____

The parties and their attorneys hereby agree to submit the above referenced matter to binding arbitration before _____ (Arbitrator) as arbitrator at The Resolution Center. Each party has disclosed any past or present relationship with the arbitrator, direct or indirect, of any kind whatsoever. The arbitrator has also disclosed any past or present relationship with the parties or attorneys. Any doubt has been resolved in favor of disclosure.

I. The arbitration hearing shall take place on _____ at _____ at The Resolution Center, unless said location is otherwise agreed to by the parties and arbitrator. Within ten (10) days before the date of the arbitration hearing, the parties shall provide to the arbitrators and exchange between themselves all reports, exhibits, and documents pursuant to the issues to be arbitrated if such material are to be included in this arbitration. A witness list shall also be exchanged and submitted. Please submit four (4) copies of each.

II. The arbitrator shall conduct the hearing in the manner that he or she deems reasonable and appropriate. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if it is requested by any party, shall do so.

The arbitrator shall determine the admissibility, relevance, materiality, and weight of the evidence offered. Evidence may be presented in written, oral, photographic, or such other form as the arbitrator may determine is appropriate. Conformity to legal rules of evidence shall not be necessary.

Upon completion of the presentation of proof by the parties or at the conclusion of final arguments, if any are made, the arbitrators shall declare the hearing closed and shall duly note the time and date.

III. Either at the close of the arbitration hearing or within fourteen (14) business days thereafter, unless otherwise agreed by the arbitrators and the parties, the arbitrators will render an award as to the proper amount of payment or nature of required action, if any. The award shall be set forth in writing, and if all parties request, shall include a concise statement of the elements of the award and the basis for the arbitrator's decision. If requested by all parties, the arbitrator may, after delivery of the written award, orally summarize the basis of the decision. The arbitrator's decision and award may be held by The Resolution Center and not distributed until after payment in full of the arbitrator's fee.

If the parties have agreed to a bracketed or "high-low" arbitration process, their agreement shall govern the conduct of the hearing and process for rendering an award.

The award shall be accepted as the final and binding resolution of this matter. Judgment may, if necessary be entered pursuant to local court and bar rules.

IV. The parties shall not call the arbitrator or any agent of The Resolution Center as a witness or as an expert in any proceeding involving the parties and relating to the dispute which is the subject of the arbitration, nor shall they subpoena any notes or other materials generated by the arbitrators during arbitration.

The parties agree that the arbitrator, The Resolution Center, and any agents thereof shall have the same immunity from liability for any act or omission in connection with the arbitration as judges and court staff would have under federal law.

V. The fee for the arbitration shall be Three Hundred Fifty Dollars (\$350.00) per hour including pre-hearing review of pertinent material and all other time incurred by the arbitrator in connection with the arbitration of this matter.

The parties and their attorneys have read the entire agreement and agree with all matters and terms stated therein.

CLAIMANT
Sign & Date

CLAIMANT'S ATTORNEY
Sign & Date

RESPONDENT
Sign & Date

RESPONDENT'S ATTORNEY
Sign & Date