

ASSOCIATES IN DISPUTE RESOLUTION, LLC
ARBITRATION SUBMISSION AGREEMENT

This Arbitration Submission is made this ____ day of _____, 20____, as follows:

1. Arbitration Requestor:

Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

E-mail: _____

2. A dispute has arisen between the following parties

Concerning the following issues: (attach additional documentation if necessary)

3. The Arbitration Requestor named above hereby agrees to the following terms and conditions:

(a) The Dispute shall be resolved by binding arbitration in accordance with the Federal Arbitration Act and Associates in Dispute Resolution (“ADR, LLC”), and judgment may be entered on the Award issued by the arbitrator in any court of competent jurisdiction.

(b) The arbitration is deemed commenced when Associates in Dispute Resolution LLC (hereinafter ADR) confirms in a letter one of the following:

(i) The submission to ADR of notice of a dispute based on a written contractual provision requiring the parties to arbitrate that dispute or claim and which specifies ADR as the Arbitrator.

(ii) The oral agreement of all parties to participate in an arbitration administered by ADR or conducted pursuant to its rules, confirmed in writing by the parties; or

(iii) A court order compelling arbitration.

4. New arbitrations require an initial nonrefundable administrative fee paid by the requesting party of \$350.00 due at the time of the request for arbitration.

5. In general, it is understood that new arbitration applicants will utilize the ADR Code of Procedure (attached) unless a different agreement is arrived at during the Preliminary Conference.

6. When a request for arbitration is submitted by the requesting party, ADR will notify the opposing party in writing of the request for arbitration, pursuant to ADR Code of Procedure Notice of Claims (Rule 8).
7. ADR will establish with the parties through its Case Manager, the name and qualifications of the proposed Arbitrator. The parties, at their request, may seek the name and qualifications and fee of additional arbitrators.
8. Following selection of the Arbitrator, the Arbitrator will conduct a Preliminary Conference with the parties by telephone. The Preliminary Conference will generally be conducted within 14 calendar days after the selection of the Arbitrator.
9. Within a reasonable time after the Preliminary Conference, the Arbitrator will submit to the parties an estimate of fees and expenses to conduct the prehearing activities, hearing and post-hearing decision. The parties will be required to submit a deposit representing one-half of the anticipated arbitration fees and expenses. In general, arbitration fees will be \$350.00 per hour for all time expended and reasonably necessary in connection with the arbitration including any reasonable travel or hotel/meal expenses. Payment shall be due no later than thirty (30) days after the estimate is issued. In the event that either of the parties fails to pay his or its share of the arbitration fee, the Arbitrator or a party shall be entitled to seek an Order from the Court regarding payment. The arbitration process shall commence upon payment in full by each of the parties of their respective share of the fee.
10. Final allocation of arbitration fees and expenses will be determined when the Arbitrator issues an Award following the hearing.

Arbitration Requestor Signature