

ARBITRATION SUBMISSION AGREEMENT

Agreement made this _____ day of _____, 20____, by and between _____ (“Claimant”) and _____ (“Respondent”).

A dispute has arisen between the parties concerning:

_____;

And,

The parties hereby agree as follows:

1. 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.
2. The arbitrator shall be an attorney or associate associated with ADR, LLC, and the arbitration shall be conducted at the offices of ADR, LLC, or at such other location mutually determined by the parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proof.
3. The arbitrator’s fee shall be \$_____ per hour for all time expended and reasonably necessary in connection with the arbitration. The arbitrator shall issue an invoice to counsel for each of the parties on a monthly basis (no later than the 30th of each month) for (a) services performed in the prior month, and (b) services reasonably expected to be performed in the current month. Payment shall be due no later than thirty (30) days after the invoice is issued. In the event that either of the parties fails to pay his or its share of the arbitration fee, the arbitrator shall be entitled to seek an Order from the Court regarding payment. The arbitration award shall be issued upon payment in full by each of the parties of their respective share of the fee.
4. The arbitrator’s postponement/cancellation policy is as follows: postponement or cancellation within four weeks of the scheduled date results in a 50% charge of the time reserved.
5. The arbitrator shall be the judge of the relevance and the materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary.
6. The arbitrator shall issue his award within 30 days of the conclusion of the arbitration hearing. The award shall state the reasons for the award.
7. Either party may arrange for a stenographer to record the arbitration proceeding. Payment of the stenographer’s fee shall be arranged by counsel.
8. Arbitration fees are \$_____ per hour for all time spent by the arbitrator, with a four (4) hour minimum cancellation fee. Estimated arbitration fees shall be paid in full within thirty (30) days of the date of the scheduled arbitration hearing.
9. No modification of this Agreement may be made except by a writing signed by the parties hereto.

COUNSEL FOR CLAIMANT

COUNSEL FOR RESPONDENT

ARBITRATOR