**ARBITRATION AGREEMENT**

1. **Claimant.** [INSERT NAME].
2. **Respondent.** [INSERT NAME].
3. **Dispute.** [PROVIDE A GENERAL DESCRIPTION].
4. **Submission to Arbitration.** The Parties agree to arbitrate all claims they have or may have against one another that arise out of or relate, directly or indirectly, to the Dispute described above. The Arbitration shall be conducted under the Rules attached hereto as Exhibit A.
5. **Location of Arbitration.** The final hearing on the merits will take place at [LOCATION].
6. **Disclosure of Interested Parties and Persons with Knowledge.** Exhibits B and C attached are separate listings prepared by the Parties of (i) the names and addresses of each person or organization having more than a one percent ownership interest in a Party; (ii) the names, addresses, and titles or each officer and director of a Party; and (iii) the names and addresses of each person knowing information relevant to the Dispute described above.
7. **Rapid Issue Arbitration.** If this Arbitration is being conducted under the Rapid Issue Arbitration Rules, the specific issues to be determined by the Arbitrator are described in Exhibit D, which is attached.
8. **The Arbitrator.** The Parties agree to arbitrate their dispute before Marshall A. Bennett, Jr. The Arbitrator has checked the names on Exhibits B and C, and has reported whether he has or has had a professional, business, or social relationship with the listed persons and organizations. The Parties have reviewed the Arbitrator’s report, and are satisfied that any disclosed relationships will not affect the Arbitrator’s neutrality.
9. **Arbitrator’s Fees and Expenses.** The Arbitrator fees shall consist of the hourly time charges of the Arbitrator, at the rate of $500.00 per hour, for all time spent on this matter, including travel time, study time and preparation of the Final Award. Travel expense will also be charged. The Parties agree to pay the full amount of the Arbitrator’s fees and expenses.
10. **Deposits.** Within two weeks of the initial pre-hearing conference, the Parties will deposit an amount sufficient to cover the Arbitrator’s projected fees and expenses. The Parties agree to supplement their deposit if the Arbitrator’s time charges exceed the initial projection. The Final Award shall fix the Arbitrator’s fees and expenses, and the amounts held on deposit will then be applied to pay them. If a surplus remains, it will be refunded to the Parties.
11. **Subsequent Proceedings.** The Parties agree they will assert no claims, demands, or actions against the Arbitrator, or any other person or organization connected with the Arbitrator, for or in connection with any act or omission during the Arbitration. No Party may call the Arbitrator as a witness in any subsequent proceedings relating to this Arbitration.

The Parties have entered into this agreement on the date(s) indicated by their signatures below.

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| --- | --- |
| Claimant    Name:  Date:  Organization:  Title: | Respondent    Name:  Date:  Organization:  Title: |

**EXHIBIT A**

Arbitration Rules

**EXHIBIT B**

Claimant’s Listing of Interested Parties and Persons with Knowledge

**EXHIBIT C**

Respondent’s Listing of Interested Parties and Persons with Knowledge

**Exhibit D**

Rapid Issue Arbitration Only

Issues to be Determined