

amicusO|D|R case identifier: _____

Plaintiff name: _____

Defendant name: _____

Arbitrator name: _____

amicusO|D|R Arbitration Agreement

The parties, whose names appear below have reached an agreement to submit all matters and disputes relating to the dispute described below to binding arbitration before an arbitrator to be designated by AmicusO|D|R. The parties do hereby memorialize said agreement and do hereby agree as follows:

1. **Rules.** The rules of the arbitration will be as agreed upon by the parties. If the parties cannot agree upon the rules of the arbitration then the Arbitrator will determine the rules, which decision will be binding on the parties.

2. **Fees.** The parties shall share, equally, the fees charged by the Arbitrator, which shall be paid promptly when billed. Each party will be responsible for AmicusO|D|R filing fees/arbitrator fees if applicable. Arbitration will not commence until fees have been paid in full by all parties.

3. **Binding Decision.** Each party expressly agrees to be bound by the decision and award of the Arbitrator and not to dispute in any way, at law or otherwise, the decision rendered by the Arbitrator. Judgment upon the award rendered by the Arbitrator may be entered by any court having jurisdiction.

4. **Modification.** Either party may apply to the Arbitrator to modify or correct an award, provided that said request shall be delivered to the Arbitrator in writing, no later than 15 days from the rendering of the Arbitrator's decision or award. If such a request is made, the other party shall respond within 15 days from the date of said request to modify or correct such decision or award.

5. **Payment of Award.** The non-prevailing party shall pay to the prevailing party the full amount of the Arbitrator's decision and award 30 days from the date of the Arbitrator's decision and award and upon expiration of the time provided to request a modification or correction of the award. Should there be any protest to the entry of the Arbitrator's award as a judgment against the non-prevailing party which shall be raised by said non-prevailing party, then, and in that event, the prevailing party shall be entitled to judgment for the costs and expenses, including reasonable attorney's fees, associated with the filing of said petition or request.

6. **Confidentiality.** The parties and the Arbitrator shall keep all of the Information provided through the dispute resolution process confidential and will not disclose that information to any other individual without the express written authorization of all of the parties. Should any party or their agent seek to compel the disclosure of any information by subpoena or other court

process then that party shall be responsible for all of the costs of compelling disclosure including reasonable attorney's fees.

7. **Immunity.** The parties acknowledge that the Arbitrator is immune from any claim, suit or cause of action concerning any action taken as an Arbitrator. The parties also agree not to call the Arbitrator as a witness in any subsequent or collateral proceeding. If any party files a claim, suit or cause of action against the Arbitrator or calls the Arbitrator as a witness then the Arbitrator will be entitled to reasonable compensation for time expended as well as reasonable attorney's fees.

Plaintiff Signature

Date

Defendant Signature

Date

amicusO|D|R total filing fee/arbitration fee:
(parties to share fees equally)

Plaintiff attorney name (if any)

Defendant attorney name (if any)

Statement of the case:

