

# ARBITRATION AGREEMENT

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This Arbitration Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between:

\_\_\_\_\_ [Name], located at \_\_\_\_\_ [Address]  
("First Party"), and

\_\_\_\_\_ [Name], located at \_\_\_\_\_ [Address]  
("Second Party") (collectively, the "parties").

WHEREAS, the parties entered into a contract on \_\_\_\_\_, 20\_\_\_\_. The original contract detailing the agreement is attached.

WHEREAS, a dispute has arisen, or if a dispute arises, between the parties (the "Dispute") the parties have agreed to submit to binding arbitration to resolve the Dispute.

WHEREAS, the parties agree as follows:

1. **Claims Covered.** The parties mutually consent to the resolution by final and binding arbitration of all claims and controversies (the, "Claims") that either may have against each other relating to, resulting from, or in any way arising out of the attached agreement and will waive their right to litigate these issues in court and instead will resolve their Dispute through binding arbitration in \_\_\_\_\_ [City], \_\_\_\_\_ [State].
2. **Required Notice.** Either party may initiate arbitration by serving or mailing a written notice to the other party at the address stated herein. The written notice must specify the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law.
3. **Arbitration Procedure.** After a demand for arbitration has been made pursuant to Section 2 of this agreement the party demanding arbitration shall file a demand for arbitration with the American Arbitration Association. The parties agree to enter arbitration through the American Arbitration Association and abide by the Commercial Arbitration Rules of the American Arbitration Association. Arbitration proceedings shall be completed with 120 days from the date an arbitrator is appointed. This time may be extended by the arbitrator in the interests of justice. The parties may agree to extend this time in writing. The parties agree not to bring any disputes between each other on a collective or class basis; rather, the parties agree to bring such disputes in arbitration on an individual basis only.
4. **Arbitrator.** The arbitration shall be conducted by one arbitrator. If the parties cannot agree on the selection of an arbitrator within 20 days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator will be selected by the American Arbitration Association pursuant to the terms of this agreement. The arbitrator shall have at least (Check one)  1-5 years  6-10 years  11-15 years  16 or more years of experience in \_\_\_\_\_ [Field of experience] and will have served at least (Check one)  1-5 times  6-10 times  11-15 times  16 or more times as an arbitrator prior to this Dispute. The arbitrator's decision will be final and binding. The arbitrator shall issue a written

arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based. A party's right to appeal the decision is limited to grounds provided under applicable federal or state law.

5. **Governing Law.** The laws of the State of \_\_\_\_\_ will be applied in the proceedings, without regard to principles of conflict of laws.
6. **Award.** The parties agree to abide by any award issued by the arbitrator and the judgement of any court with jurisdiction may be entered on the award.
7. **Arbitration Costs.** The costs of the arbitration will be split by the parties unless otherwise determined by the arbitrator. If this Dispute is related to employment, the employer will bear the cost of arbitration. The parties will be responsible for their own litigation fees. The arbitrator may award any fees or costs to the prevailing party pursuant to applicable statutes or case law in the jurisdiction.
8. **Miscellaneous.** Except as expressly modified herein, the original contract remains unchanged and continues in full force and effect. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing. Any modifications to this agreement must be in writing and notarized.
9. **Voluntary Agreement.** EACH PARTY ACKNOWLEDGES THAT IT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, AND AGREES THAT IT HAS KNOWINGLY AND VOLUNTARILY ENTERED INTO THE AGREEMENT WITHOUT RELIANCE ON ANY PROVISIONS OR REPRESENTATIONS BY THE OTHER, EXCEPT THOSE CONTAINED IN THIS AGREEMENT. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH PRIVATE LEGAL COUNSEL AND HAS UTILIZED THAT OPPORTUNITY TO THE EXTENT DESIRED.

This Agreement has been executed and delivered as of the date first written above.

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**First Party** Signature

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**First Party** Full Name

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**Second Party** Signature

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**Second Party** Full Name