

Agreement for Arbitration Services

(Name of Claimant) and (name of Respondent) are parties to an Agreement to Arbitrate, and wish to have their dispute heard and resolved by Patricia Thomas Bittel, hereinafter referred to as the Arbitrator. (Name of Respondent), hereinafter referred to as Respondent, is represented by (name of attorney of (name of law firm), (street address), (city), (state)). (Name of Claimant), hereinafter referred to as Claimant, is represented by (name of attorney) of (name of law firm), (street address), (city), (state). Arbitrator agrees to serve as arbitrator of the dispute between Claimant and Respondent, subject to the following terms and conditions:

1. The Parties (Claimant and Respondent) jointly and severally confer jurisdiction of their dispute to Arbitrator.

2. Arbitration proceedings will be governed by (state) law, the Federal Arbitration Act, and the American Arbitration Association's Rules Governing Employment Disputes.

3. The Parties can change counsel upon notice to all concerned, in which event this Agreement will follow the change of representation and remain enforceable.

4. In the event of conflict between the Parties' Agreement to Arbitrate, this Agreement for Arbitration Services and the Rules of the American Arbitration Association, the order of precedence shall be this Agreement for Arbitration Services, the Rules of the American Arbitration Association and then the Agreement to Arbitrate. The Arbitrator is authorized to interpret American Arbitration Association Rules, both substantively and procedurally and to resolve conflicts between them and the Agreement to Arbitrate.

5. The Parties agree to pay the Arbitrator \$___ per hour for time spent in managing the case, handling discovery issues and dispositive motions, if any, handling

correspondence, issuing orders, taking evidence and argument, reading case and statutory law and issuing the written decision. In addition, travel time from (Arbitrator's office location) will be billed at said hourly rate, and the parties agree to reimburse the Arbitrator for reasonable travel expenses. In the event the hearing is cancelled or postponed, the Parties agree to pay a lump sum cancellation fee of \$___ per cancelled day. The cancellation/postponement fee shall not apply if the Arbitrator is given notice more than 30 days prior to the first scheduled day of hearing.

6. After conferring with the Parties, the Arbitrator will estimate the amount of time needed to resolve the dispute and will invoice Respondent for the estimated fees and expenses. Respondent will take responsibility to collect from Claimant such fees as are due from a claimant under the Parties' Agreement to Arbitrate. The estimated fees and expenses of the Arbitrator shall be paid within 30 days of invoice. The Arbitrator shall hold and administer these funds through her IOLTA account. The Arbitrator will not begin management of the case until full payment has been made. However, at the request of the parties, the invoice may be broken into three stages: pre-hearing including motions, hearing and decision. If invoicing is incremental, the Arbitrator will not begin a stage of proceedings until payment for that stage has been made. The Arbitrator is authorized to withdraw earned fees and expenses after services have been rendered. Any funds remaining after the conclusion of the case shall be returned to Respondent within 30 days after issuance of the decision. In the event fees and expenses exceed the estimate, Respondent agrees to accept responsibility pursuant to the Parties' Agreement to Arbitrate.

7. The Arbitrator will issue a written explanation of her decision in the case.

8. All oral communications with the Arbitrator shall be through counsel at a hearing or by way of conference call, with opposing counsel having a reasonable opportunity to participate. Copies of all written communications with the Arbitrator shall be sent by counsel to all opposing counsel, by the same means and at the same time as the original communication is sent to the Arbitrator. The Parties and Arbitrator

stipulate that correspondence with the Arbitrator, motions, briefs, documents and the final decision will be issued by email.

9. The Arbitrator serves in the role of a neutral. The Arbitrator is an independent contractor, and shall not be liable to the parties for any act or omission relating to this arbitration, nor shall the Arbitrator or her employees or independent contractors be subject to subpoena or other process in any proceedings relating to this arbitration.

10. Any dispute arising from implementation of this Agreement will be resolved by arbitration under the rules of the American Arbitration Association. Such arbitration shall be by a mutually agreeable process, and if no such agreement is reached, the arbitration shall be under the auspices of the American Arbitration Association.

11. Any additions, deletions or modification of this Agreement shall only be made by written agreement of the Arbitrator and Parties.

Patricia Thomas Bittel, Arbitrator

Counsel for Claimant

Counsel for Respondent

Dated: