# Arbitration Agreement

This arbitration agreement is by and between the following parties:

[Party1.Company], with offices at [Party1.Address], AND [Party2.Company], with offices at [Party2.Address].

This agreement is intended to govern the arbitration process for disputes related to the following agreements:

(insert multi-line text field)

Both parties agree to the following terms and conditions:

# Terms and Conditions

## Arbitrators

The following individuals have been chosen to provide counsel and arbitration for this agreement. No third party individuals shall be included in this arbitration agreement unless prior written consent between the parties has been obtained.

Arbitrator Name: [Arbitrator.Name]

Arbitrator Address: [Arbitrator.Street] [Arbitrator.City], [Arbitrator.State] [Arbitrator.Zip] Arbitrator Phone: [Arbitrator.Phone]

## Pleadings

All demands with regard to this arbitration agreement will be listed below in a clear statement understandable by all parties.

The factual and legal issues that remain to be decided are:

(Insert Multi-Line Text Field)

At the present, the parties to this arbitration agreement are unable to come to mutual agreement regarding the issues listed above. In the sections below, the Parties enter their positions regarding the issues at hand.

### Party 1:

(Insert multi-line text field)

### Party 2:

(Insert multi-line text field)

## PreHearing

The arbitrators may set up a conference prior to the hearing to clarify any and all claims and defenses.

This conference will take place with prior notification no later than 30 days before the conference date.

No other discovery other than those listed below will be allowed during this hearing unless discovery is made by the arbitrator or is found to have good cause.

Excluding information that may lead to impeachment each party will be responsible for disclosing the following information

The names and addresses of any parties that may have information used to support the claims and defenses within this agreement.

Any documentation that may be used to support such claims and defenses Any damages calculations that may be used

Each expert witness must produce a written statement with all opinions and factual evidence that will be expressed during the term of the hearing as well as the reasoning

behind such conclusions.

## Discovery Dispute

If any disputes shall occur over any items listed in the discovery both parties shall use good faith to attempt to resolve said disputes.

In the instance that the parties cannot come to an agreement they may result in the arbitrator ruling out disputed issues from the hearing all together.

## Final Hearing

The final hearing for this arbitration agreement is scheduled to take place within 6 months of the appointment of both arbitrators.

The final hearing shall take place in [Hearing.City], [Hearing.State] as agreed between both parties.

## Award

Should any awards, financial or otherwise, be granted by the arbitrator, such awards shall be delivered to the entitled party within 30 days of the arbitrator’s ruling.

## Sanctions

The Arbitrators involved in this agreement may impose any deemed necessary sanctions against either party, or the parties lawyers for failure to comply with any and all terms and conditions in this arbitration agreement.

## Costs and Fees

Both parties will split any and all arbitration fees and expenses equally unless a written agreement has been signed by both parties stating otherwise.

All attorney fees and expenses will be the responsibility of the hiring party. The party who retains a court reporter will be responsible for such costs.

## No Invalidation

Violation of or failure to uphold any single article of this arbitration agreement shall not constitute cancellation or waiver of any additional articles of this agreement.

## Confidentiality

Until a judgment has been entered or an agreement has been reached, neither party nor their counsel may reveal any information pertaining to this arbitration agreement or related to the arbitration proceedings publicly.

Once the arbitrators have ruled on the matter at hand, the results of the hearing may not be disclosed to third parties without written approval from both parties.

Any information made public without the agreement or knowledge of all participating parties may result in termination of this agreement as well as further action.

## Applicable Law

The parties agree that the matters at hand shall be judged in accordance with the laws of [Hearing.City], [Hearing.State], in addition to any applicable Federal Regulations.

Agreement

By signing below, both parties are in understanding and agreement to the terms and conditions mentioned above.

Client 1

Signature Client 2

Signature