

John M. Lewis ADR Services

AGREEMENT TO ARBITRATE

(Alternative fee arrangements of a discounted or fixed nature may be agreed to by the arbitrator, please inquire.)

1. The parties have agreed to arbitrate their dispute privately before John M. Lewis as arbitrator.
2. The arbitration shall be binding/nonbinding, as the parties and arbitrator agree beforehand.
3. The arbitration will be conducted on _____ beginning at _____ and shall be held at _____, unless the parties and arbitrator otherwise agree.
4. The parties estimate that the arbitration hearing will take _____ hours/days to complete. The arbitrator accepts this estimate.
5. The arbitrator will provide a final, written decision within _____ days of the conclusion of the hearing.
6. The parties will share equally in all costs of the arbitration unless other arrangements are made with, and agreed by, the arbitrator. In any event, however, all costs are the joint and several liabilities of each party and their respective attorneys.
7. The arbitrator shall charge \$250.00 an hour for his time doing the hearing, preparation therefore, handling pre-hearing scheduling and discovery, research, and writing. Travel time for the arbitrator shall be billed at \$100.00 an hour after the first two hours of travel. Reasonable travel expenses are charged. The minimum charge for an arbitration is \$1000.00. There shall be no charge for rescheduling or cancelling an arbitration hearing if done at least 14 days before the first scheduled hearing date. However, if no hearing occurs, and pre-hearing work had been done, the parties shall be charged for that time at the arbitrator's hourly rate, and if the parties fail to reschedule the hearing or failed to cancel it in a timely way, the arbitrator shall charge, at a minimum, 50% of the minimum charge (or \$500.00).
8. The total estimated cost of the arbitration is \$ _____, an estimate accepted by the arbitrator. One half of this amount shall be paid 10 days prior to the first day of hearing. Additional deposits may be required. A reconciliation shall be done after the final award is completed and any balance must be paid before the final award will issue.
9. Five days before the hearing, the parties shall submit memoranda of law outlining the background facts, nature of the dispute and applicable law. The arbitrator will be conferring with the parties in regard to scheduling and discovery and other pre-hearing matters. It is understood that the arbitrator is not an advocate for any party, or an attorney for any party.
10. This agreement applies to remote arbitrations. The parties shall not use a public Wi-Fi in carrying these out, but shall employ secure, reliable, and fast internet connections. The parties shall not record proceedings without prior written consent, shall maintain appropriate confidentiality, and shall comply with all rules generally pertaining to ADR. The mediator shall reasonably work with the parties, free of charge, to establish working familiarity with the utilized remote online platform.

Party Attorney

Date:

Party Attorney

Date:

Arbitrator

Date: