

LEGAL OPTIONS

ALTERNATIVE DISPUTE RESOLUTION SERVICES
75 SECOND AVENUE
NEEDHAM, MA 02494

ARBITRATION AGREEMENT

The undersigned parties, through their counsel and/or other representatives, hereby voluntarily agree to submit the matter of **[Case Caption]** to binding arbitration and retain the services of Legal Options, Inc. for this purpose. The parties further agree that Geoffrey B. White, Esq. will serve as Arbitrator. The parties further agree as follows:

- (1) The arbitration hearing will occur on **[Date]** at **[Time]** and will take place at the offices of **Legal Options, Inc. located at [Address], [State]**.
- (2) **On or before [Date]**, unless otherwise agreed, the parties will each provide the Arbitrator with a check in the amount of **\$750.00** for each session of arbitration up to four hours. If the arbitration is cancelled within five business days of the scheduled session, no party will be entitled to a refund and each party shall remain responsible for payment of their original invoice.
- (3) At the commencement of the hearing, the parties will each submit two indexed sets of the exhibits which they intend to offer in evidence at the hearing. Each exhibit shall be numbered and marked with the name of the party offering it. One set of exhibits is for the Arbitrator. The second set is for the opposing party. These documents will be destroyed no sooner than thirty (30) days after the delivery of the Arbitrator's Findings and Decision.
- (4) Any party who intends to request that Legal Options, Inc. serve any subpoenas, for witnesses or documents, returnable at the time of the above-referenced hearing, shall make such request in writing to Legal Options, Inc. **at least seven business days prior to the date of the hearing**. Unless otherwise agreed between the parties, the party requesting such subpoenas shall bear all costs related thereto.
- (5) Unless the parties otherwise agree, the rules of evidence, state or federal, shall not be strictly enforced, but will apply to the Arbitrator's ultimate determination of the admissibility of any evidence offered at hearing and the weight to be accorded such evidence.
- (6) The parties have set forth in their respective case summaries the precise issues which are to be decided by the Arbitrator, including all issues concerning the determination of damages and the types of remedies which the Arbitrator is authorized to award. The Arbitrator will decide only those issues. Unless otherwise agreed, the Arbitrator will not award costs, attorneys' fees or interest.
- (7) The parties are free to agree to any substantive or procedural matters to govern or apply to the hearing of the above-referenced matter, provided that all such additional agreements are set forth in writing in the space provided below and returned to Legal Options, Inc. no later than **[Date]**.
- (8) The parties will refrain from engaging in any ex parte communication with Legal Options, Inc. or the Arbitrator, except (a) as is necessary to schedule the requested arbitration hearing, and (b) in the event that a party, having received notice of said hearing, fails to appear for the scheduled hearing. In the latter case, the Arbitrator may proceed with the arbitration, in his or her discretion. After the scheduling arrangements have been confirmed, any further communication with Legal Options, Inc. or the Arbitrator shall be made in writing and copied to all counsel.
- (9) The arbitration proceedings shall be conducted in accordance with and governed by Massachusetts General Laws Chapter 251, sec. 1, et seq.
- (10) It is understood by the parties that the Arbitrator shall render a binding decision determining whether or not any party is legally entitled to a recovery of damages. It is further understood by the parties that, without additional agreement referenced herein, satisfaction of any such award by any insurer of any party shall be consistent with the applicable insurance policy limits, if any.

- (11) Legal Options, Inc. does not provide or arrange for stenographic services for the arbitration hearing, but reserves the right to tape the proceedings at its own expense, with the understanding that any such tapes will be used solely to assist the Arbitrator in rendering his or her decision or award, will not be used for any other purpose, and will be destroyed at the expiration of thirty (30) days after the delivery of the Arbitrator's award. The parties or any one of them may elect to arrange for stenographic services for the hearing, and determine as among them how the cost of the stenographic services will be apportioned. In that event, notice of the intent to have a stenographer present at the hearing must be given to all parties and to Legal Options, Inc. prior to the hearing date.
- (12) Unless otherwise agreed among the parties and the Arbitrator, the Arbitrator will render his or her award by written decision within forty-five (45) days of the formal closure of the above-referenced hearing.
- (13) The undersigned represent that they have discussed the terms of this agreement with their respective clients and that they execute this agreement with the consent of their respective clients.

The parties have made the following additional agreements concerning the arbitration hearing of the above-referenced matter:

for **[Plaintiffs]**

for **[Defendants]**

Dated: _____

Dated: _____