

CONTRACT TO ARBITRATE

This is an Agreement between the CENTER FOR RESOLUTION OF DISPUTES, INC. (hereafter "the Center"), and _____ and _____ (hereafter "the parties" or "a party").

1. The parties are in a dispute about

_____.

They hereby agree to submit the dispute to [binding] [non-binding] arbitration by the Center and to authorize an Arbitrator from the Center to make a [final and binding] [non-binding] determination resolving the dispute.

2. The parties agree to _____ as the Arbitrator.

2. The Center assigns _____ as the Arbitrator.

3. The Center will be paid an administration fee of \$200.00 and will be compensated at the hourly rate of \$_____ per hour spent by the Arbitrator on the following: organization of the arbitration; preparation for the hearing; attendance at the hearing; research, as necessary; and preparation and distribution of the award. Each party agrees to pay one half of the Center's administration fee and charges for the services of the Arbitrator and the use of its facilities for the arbitration.

All fees and retainers will be paid directly to the Center. Each party agrees to deposit a retainer of \$_____ in the Center's escrow account, to be withdrawn as earned. Additional retainers may be required during the course of the arbitration, which shall not proceed until the retainers are paid. If the arbitration is cancelled more than 10 working days before the scheduled hearing, the parties will be billed only for the administrative fee and the actual time expended by the arbitrator prior to the cancellation. The balance of the retainer, if any, shall be refunded to the parties. If the arbitration and this agreement are cancelled less than 10 working days prior to the arbitration hearing, one-half of the retainer shall be refunded to the parties and the balance shall be retained by the Center.

The Center's escrow account is an interest bearing account and the parties agree that the Center shall be entitled to keep the interest.

4. The Arbitrator shall meet with the parties and/or their attorneys at the Center's offices or at a location designated by the Arbitrator, on or before _____ to organize the arbitration; that is, to define the issues in dispute, and to determine what procedures will be used. Unless the Center's Standard Procedures are modified or supplemented by agreement of the parties and the Arbitrator, those Procedures shall govern the conduct of the arbitration. All of the foregoing shall be reduced to writing.

5. Reposing full confidence in the Arbitrator's judgment, the parties agree that the Arbitrator shall have full discretion to decide all issues and questions arising throughout the arbitration (including, but not limited to, discovery matters, compulsion of witnesses, exchange and production of evidence), excepting only those matters to which the Arbitrator and the parties have agreed or shall agree in writing.

6. The arbitration award shall be made by the Arbitrator no later than 30 days after the close of the hearing, unless the Arbitrator and the parties agree otherwise. The award shall be in writing signed by the Arbitrator and mailed to the parties at their addresses below. The award may grant any remedy or relief that the Arbitrator deems just and equitable to resolve the issues in dispute, without stating findings of fact or conclusions of law, or other rationale.

7. FOR BINDING ARBITRATION ONLY. The parties agree that the arbitration shall be governed by [Ohio Revised Code Chapter 2711] [Kentucky Revised Statutes, Chapter 417] [9 U. S. C. Section 1 et seq.] and that they will abide by and perform the award so rendered, and that a judgment of any court having jurisdiction of the matter may be entered upon the award.

This Agreement is signed by the Center and the parties on the _____ day of _____, 200__, in _____, Ohio.

CENTER FOR RESOLUTION OF DISPUTES, INC.

By: _____

Title: _____

Attorney: _____

Party: _____

By: _____

Address: _____

Attorney: _____

Party: _____

By: _____

Address: _____
