

AGREEMENT TO ARBITRATE (SHORT FORM)

Full Caption: _____

Arbitration is a process by which a third party neutral (Arbitrator) decides the outcome of a case based on the facts presented and the governing law. In this process, the parties agree as follows:

1. The arbitration will be administered by The McCammon Group (The Group) according to this Agreement to Arbitrate.
2. _____ shall serve as the Arbitrator.
3. The following is a description of the claims to be arbitrated including any damages or relief sought:

4. All administrative matters shall be handled by the Case Manager. No private communications with the Arbitrator shall be allowed. All communications with the Arbitrator by any party or by a party's attorney shall be made at a hearing or in a conference call with all opposing parties or their attorneys having been given reasonable opportunity to participate. All such conference calls shall be arranged by the Case Manager. All written communications with the Arbitrator shall also be made through the Case Manager unless the Arbitrator or the Case Manager directs otherwise. Copies of all written communications shall be sent by a party, or its counsel, to all opposing parties, or their counsel, by the same means and at the same time as the original communication is sent.
5. A pre-arbitration conference will be scheduled in advance of the arbitration hearing. This will be held typically by phone. The Arbitrator will review with the attorneys and/or parties those matters that need to make the arbitration hearing more streamlined, for example, procedural and introductory issues, number and identity of witnesses, logistics, etc. No discovery will be allowed except by the agreement of the parties or by authority of governing law.
6. The arbitration hearing shall be commenced and conducted by the Arbitrator. All relevant evidence shall be admissible subject to the discretion of the Arbitrator. The general order of these proceedings shall be similar to that used in courts, subject to the discretion of the Arbitrator. Hearings, as well as all other activities, will be convened privately. The Arbitrator may proceed with the hearing if a party is absent without good cause. The Arbitrator shall administer an oath to each witness to tell the truth. Continuances may be granted by the Arbitrator only for good cause as determined by the discretion of the Arbitrator.
7. If the parties wish to agree on a "high-low" arrangement, they should complete and execute the "High-Low" Agreement and return it to The Group. While this executed Agreement to Arbitrate will be provided to the Arbitrator as authority and guidance in conducting the hearing, the "High-Low" Agreement will not be provided to the Arbitrator. Moreover, neither the numbers involved in the "high-low" arrangement, nor the existence of a "high-low" arrangement will be made known to the Arbitrator before the expiration of thirty days after the Award is made.

“HIGH-LOW” AGREEMENT

Caption: _____

The parties wish to establish a “high-low” arrangement.

High = _____

Low = _____

Specifically, this means that if the Award is in an amount between or equal to the high and low stated above, then the Award shall be enforceable in the amount stated in the Award. If the Award exceeds the High, then the enforceability of the Award shall be limited to the amount stated as the High. If the Award is in an amount below the Low, including any Award wherein the claiming party is awarded nothing, then the Award shall be enforceable in the amount stated as the Low.

Plaintiff or Plaintiff’s Counsel Signature _____

Plaintiff or Plaintiff’s Counsel Signature _____

Plaintiff or Plaintiff’s Counsel Signature _____

Defendant or Defendant’s Counsel Signature _____

Defendant or Defendant’s Counsel Signature _____

Defendant or Defendant’s Counsel Signature _____