



**Binding Arbitration Agreement  
ADR SYSTEMS FILE # 000000A  
Insurance Claim #XXXXXXXXXX**

**I. Parties**

- A. Plaintiff, Pro Se by contractor, Plaintiff Attorney**
- B. Insurance Company by attorney, XXXX & Insurance Representative, XXXX**

**II. Date, Time and Location of the Binding Arbitration**

Date: **XXXX**  
Time: **XXXX**  
Location: **XXXX (Location in Illinois)**

**III. Rules Governing the Arbitration**

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding arbitration ("Arbitration") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

**A. Powers of the Arbitrator**

1. The Parties agree that **The Honorable XXXX** shall serve as the sole Arbitrator in this matter (the "Arbitrator").
2. The Arbitrator shall have the power to administer oaths and affirmations to witnesses; to determine the admissibility of evidence; and to rule upon the law and the facts of the dispute. The Arbitrator shall also have the power to rule on objections to evidence which arise before or during the hearing.
3. The Parties agree that the Arbitrator shall decide the issues of coverage for property damage to the **damaged area only** under the policy of insurance for property located at:
4. The actual arbitration conference has a two hour time limit, with each party being allowed no more than one hour to present his/her case.

**B. Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party.

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**ADR Systems of America, LLC®**  
Email [info@adrsystems.com](mailto:info@adrsystems.com) • [www.adrsystems.com](http://www.adrsystems.com)

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**ADR Commercial Services**  
222 S. Riverside Plaza, 29th Floor  
Chicago, IL 60606  
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2. For changes or amendments to the agreement, the Parties shall inform the ADR Systems case manager by telephone and shall submit the proposal to the ADR Systems case manager by fax or email, if necessary. If changes have been made outside these guidelines and not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

### C. Evidentiary Rules

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Arbitrator and the opposing Party at least **7 (Seven)** days prior to the hearing date:
  - a. Property repair bills or estimates;
  - b. The written opinion of an expert, including engineer or contractor;
  - c. A copy of the insurance policy;
  - d. In lieu of live testimony: the written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
  - e. Photographs;
  - f. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Arbitrator; and
  - g. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that live testimony will be allowed, without foundation or proof, provided that:
  - a. Each Party must disclose, with their submission, any lay witnesses or expert witnesses that they intend on or may call upon to testify in person at the Arbitration.
  - b. It shall be assumed that the plaintiff(s) and defendant(s) will testify at the Arbitration, and do not need to be disclosed to any other Party's opposing counsel.
3. If either side has an objection to the evidence or material offered by his or her opponent, notice of the objection shall be given at least three days before the proceedings to ADR Systems, who will notify all parties. This may result in a postponement of the proceedings.
4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (C)(1) without foundation or other proof, must deliver those items to the Arbitrator, and to the other Parties no later than **XXX, 2010**.
5. The items are considered delivered as of the date that one of the following events occur:
  - a. If mailed, by the date of the postmark;
  - b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and
  - c. The date transmitted by facsimile or email

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6. The Parties agree to deliver any of the items described in Paragraph (C)(1) to the following addresses:

The Honorable XXXX (Arbitrator)  
Address  
City, State, Zip Code

(Pro Se Plaintiff and / or Contractor)  
Firm Name  
Address  
City, State, Zip Code

XXXX, Esq. (Insurance Representative)  
Insurance Company Address  
City, State, Zip Code

#### D. Award Limits

1. The Parties may agree prior to the Arbitration that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").

- a. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.
- b. The Parties agree that for this Arbitration the minimum award to **Plaintiff, Pro Se** will be **\$XXXX**. Also, the maximum award to **Plaintiff, Pro Se** will be **\$XXXX**. These amounts reflect the minimum and maximum amounts of money that the **Insurance Company** shall be liable to pay to **Plaintiff, Pro Se, damaged area only**.

In the event that the Arbitrator finds for the **Plaintiff, Pro Se**, shall receive the maximum dollar amount, subject to applicable set-offs, if any. In the event that the Arbitrator finds for the **Insurance Company**, then **Plaintiff, Pro Se**, shall receive the minimum dollar amount, subject to applicable set-offs, if any.

#### IV. Effect of this Agreement

- A. After the commencement of the Arbitration, no Party shall be permitted to cancel this Agreement or the Arbitration, and the Arbitrator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Arbitration is resolved, and any award arising from this Arbitration shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Arbitration is based.
- B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Arbitration upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Arbitrator's decision will be final and binding and not subject to appeal or motion for reconsideration by any Party.

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V. **Arbitration Costs**

A. **ADR System Fee Schedule**

<b>Arbitration Flat Fee</b>	<b>\$XXXX per Party</b>
<b>Arbitrator's Travel Time (if any)</b>	<b>\$XXXX per hour (to be split by all Parties)</b>

1. A flat fee includes a combination of the Arbitrator's review, session and decision time for up to 1 ½ hours.
2. If the Arbitration goes beyond the allotted time limit, the Parties will be billed for any additional time at \$XXXX per hour split by both Parties.
3. ADR Systems requires 14-day notice of cancellation or continuance. If within 14 days of the hearing, the Party causing the cancellation or continuance will be charged a flat fee of \$XXXX. The fee may be waived if the Arbitrator's time can be rescheduled for another matter.

B. **Responsibility for Payment**

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Arbitration, including but not limited to outside room rental fee, meals, express mail and messenger charges and any other charges associated with the Arbitration will be billed equally to the Parties at the time of the invoice.
3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.

**\*\*The Insurance Company agrees to pay Plaintiff's Arbitration fee\*\***

VI. **Acknowledgment of Agreement**

- A. **Pro se parties acknowledge that they have been informed of their right to attorney representation, have decided to proceed with the arbitration without it, and will hold ADR Systems harmless from any other future claims. \_\_\_\_\_(initial please)**
- B. **Each Party is responsible for only his/her own signature where indicated, and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.**

By: \_\_\_\_\_  
**XXXX** / Plaintiff Date

By: \_\_\_\_\_  
Pro Se / Contractor Date

By: \_\_\_\_\_  
**XXXX**/ Rep. For Insurance Company Date

By: \_\_\_\_\_  
**XXXX**/ Defense Attorney for Ins. Date

ADR SYSTEMS FILE # XXX  
Insurance Claim # XXX  
ADR SYSTEMS TAX I.D. # XXX  
Date of Hearing: XXX