



Tri-Panel Arbitration Agreement
ADR Systems File # xxxxxxxxxxxx

I. Parties

A. xxxxxxxxxxxx

B. xxxxxxxxxxxx

II. Reference

xxxxxxxxxx

III. Date, Time and Location of the Tri-Panel Arbitration

Date: xxxxxxxxxxxx

Time: xxxxxxxxxxxx

Location: xxxxxxxxxxxx

IV. Rules Governing the Arbitration

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

A. Powers of the Arbitrators

1. The Parties agree that xxxxxxxxxxxx, xxxxxxxxxxxx, and xxxxxxxxxxxx shall serve as the Arbitrators in this matter (the "Arbitrators").
2. The Arbitrators 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 Arbitrators shall also have the power to rule on objections to evidence which arise before or during the hearing.
3. The Parties agree that the Arbitrators shall decide the issues of bodily injury damages, proximate cause and liability, unless any of the above are waived.

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, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone.

The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is 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 arbitration will take place in accordance with the rules outlined in the insurance policy.
2. The Parties agree to deliver any submissions allowed by the rules outlined in the insurance policy to the following addresses no later than **xxxxxxxxxxxxx** :

If emailing submissions please do not send anything over 50 pages, including exhibits.

XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX

XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX

V. 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 Arbitrators shall render a decision that shall be in accordance with the terms set forth in the insurance policy.

VI. Arbitration Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Neutral Arbitrator’s estimated review, session, and decision time (“Arbitration Costs”). Arbitrations are billed at a three hour minimum, which includes an estimated two hours for session time and one hour for review time. **The required deposit amount is \$xxxxxx per Party and is due by xxxxxxxxxxxx.** Any unused portion of the deposit will be refunded based on the three hour minimum. If the Arbitrator’s review, session and decision time go over the estimated amount, each Party will be invoiced for the additional time.
2. For sessions requiring multiple, consecutive days, Parties must reserve and submit a deposit to cover all days. Any unused days will be billed at the three hour minimum, unless the neutral’s time can be rescheduled. Example: if a session is scheduled for two consecutive days, and it settles on day one, Parties are still responsible for the three hour



minimum charge for day two, unless the neutral's time can be rescheduled.

3. Arbitration Costs are usually divided equally among all Parties, unless otherwise agreed upon by the parties. **ADR Systems must be notified of special fee arrangements.**
4. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if fees are not received from all Parties two weeks prior to the session.
5. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally between the parties unless ADR Systems is instructed otherwise.
6. ADR Systems requires **xx-day notice in writing or via electronic transmission** of cancellation or continuance. For Arbitrations **cancelled or continued** within xx days of the session, the Party causing the cancellation will be billed for the Arbitration Costs of all the Parties involved, which includes the three hour per day minimum, additional review time, and any other expenses incurred. If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Arbitrator's lost time can be filled by another matter.

| | |
|---|---|
| Administrative Fee | \$xxx.xx per Party (Non-refundable) |
| Arbitrator's Review Time | \$xxx.xx per hour, split equally between Parties |
| Session Time | \$xxx.xx per hour, split equally between Parties |
| Arbitrator's Decision Writing Time | \$xxx.xx per hour, split equally between Parties |
| Arbitrator's Travel Time (if any) | \$xxx.xx per hour, split equally between Parties |

The fees above are for xxxxxxxxxxxx only. The parties are responsible for payment to their own named arbitrator.

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 Arbitration 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.

VII. Acknowledgment of Agreement

- A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.**
- 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: _____ Date _____
xxxxxxxxxxxxxxxx

Date of Hearing: xxxxxxxxxxxxxxxx
ADR Systems File # xxxxxxxxxxxxxxxx
ADR Systems Tax I.D. # xxxxxxxxxxxxxxxx

