



Commercial Arbitration Agreement
ADR Systems File # XXXXXX

I. Parties

- A. xxxxxxxxx**
- B. xxxxxxxxx**
- C. xxxxxxxxx**

II. Reference

xxxxxxx

III. Date, Time and Location of Arbitration

Date: xxxxxxxxx
Time: xxxxxxxxx
Location: xxxxxxxxx

IV. Rules Governing the Arbitration

Each party ("Party") to this agreement ("Agreement") has agreed to submit the above commercial dispute for Binding Arbitration ("Arbitration") to ADR Systems of America, LLC ("ADR Systems"). The Arbitration will proceed in accordance with the provisions of this Agreement and the laws of the State of Illinois, including but not limited to the Illinois Uniform Arbitration Act (710 ILCS 5/1, et seq.) to the extent they are not modified by the provisions of this Agreement.

A. Commercial Arbitration Rules

1. Parties understand and agree that this case will be administered according to the Commercial Arbitration Rules of ADR Systems of America, LLC a copy of which is attached hereto and incorporated by reference in this Agreement.

B. Powers of the Arbitrator

1. The Parties agree that xxxxxxxxx ("Arbitrator"), shall serve as the sole Arbitrator in this matter.
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 during the hearing.

C. 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.
2. If changes need to be made to the Agreement, the Parties shall inform the ADR Systems case manager by telephone of any proposed amendments to the Agreement and shall submit the proposed Amendment to the ADR Systems case manager by fax or email, if necessary. If changes have been made outside of these guidelines and not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

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 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. 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.

VI. Cost of Hearing

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Arbitrator's estimated review, session, and decision time ("Arbitration Costs"). The required deposit amount is \$xxxxxxxx per party and is due by xxxxxxxx. Any unused portion of the deposit will be refunded based on an eight hour session time minimum.
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 eight hour minimum, unless the Arbitrator's time can be rescheduled. Example: if a session is scheduled for two consecutive days, and it concludes on day one, Parties are still responsible for the eight hour minimum charge for day two, unless the Arbitrator's time can be rescheduled. For matters requiring multiple sessions, an additional administrative fee will be assessed.
3. Arbitration Costs will be split by the xxxxxxxx Parties.

4. All deposits are due four weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties four weeks prior to the session.
5. For time cancelled or continued within **xx** days of a session, the Party causing the cancellation or continuance will be billed for the Arbitration Costs of all the Parties involved, including the eight hour per day minimum and any review time used. 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 minimum fee may be waived if the Arbitrator's time can be rescheduled for another matter.
6. All Arbitration Costs must be paid in full. ADR reserves the right to stay any further hearings or proceedings until all deposits have been made. ADR further reserves the right to not issue an Award until all Arbitration Costs have been paid. If, following the conclusion of the hearing, any portion of the deposit remains, ADR will promptly refund that balance to the Parties.

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

B. Responsibility for Payment

1. Each Party and their 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 also 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 the 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.

