



**Arbitration Agreement**  
**ADR Systems File # xxxxxxxxxxxx**  
**Insurance Claim # xxxxxxxxxxxx**

**I. Parties**

**A.** xxxxxxxxxxxxxxxx

**B.** xxxxxxxxxxxxxxxx

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

Date: xxxxxxxxxxxxxxxx

Time: xxxxxxxxxxxxxxxx

Location: xxxxxxxxxxxxxxxx

**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 xxxxxxxxxxxxxxxx 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 only decide the issues of bodily injury damages, proximate cause and liability, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
4. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

**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 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 **xx (xxxxxxx)** days prior to the hearing date:
  - a. Medical records and medical bills for medical services;
  - b. Bills for drugs and medical appliances (for example, prostheses);
  - c. Property repair bills or estimates;
  - d. Reports of lost time from employment, and/or lost compensation or wages;
  - e. 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;
  - f. Photographs;
  - g. 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
  - h. 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. **The Parties agree that police reports are not allowed into evidence. Furthermore, unless agreed to by all Parties, narratives or statements of position are NOT admissible into evidence.**

4. The Parties agree that they will not disclose any and all dollar figures, any settlement negotiations, the limits of any applicable insurance policy, high /low agreements between the Parties or any set-offs, whether they are MPC set-offs or set-offs from an underlying policy, orally or in writing, to the Arbitrator at any time before or during the Arbitration (including during any pre-hearing conference or at the hearing, or at any time prior to the Arbitrator's final decision).
  - a. Violation of this rule set forth in Paragraph (C)(4) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Arbitrator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Arbitration from the point of objection to its completion; or to terminate the Arbitration at the point of objection. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and
  - b. If the Arbitration is terminated as null and void, all costs of the Arbitration will be charged entirely to the disclosing Party. A new Arbitration shall then take place with a new Arbitrator at a new date. If the Arbitration is not terminated, the costs of the Arbitration shall remain the responsibility of each Party or in accordance with the Agreement.
5. The Parties agree that if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (C)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Arbitration. If resolution cannot be obtained, the case manager will forward the objection to the Arbitrator to be ruled upon before or at the Arbitration. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**
6. 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 **xxxxxxxxxxxxxx**.
7. 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
- 8. The Parties agree to deliver any of the items described in Paragraph (C)(1) to the following addresses:

If emailing submissions, please send them to [submissions@adrsystems.com](mailto:submissions@adrsystems.com), however, please do not send anything over 50 pages, including exhibits.

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XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

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- 9. Within 180 (one-hundred and eighty) days of the Mediation, ADR Systems shall destroy all submissions and protected health information created, maintained, or received by ADR Systems on behalf of each Party, that ADR Systems maintains in any form. ADR Systems shall retain no copies of submissions and any protected health information unless the parties agree and consent to ADR Systems maintaining the documents for an additional 180 (one-hundred and eighty) days. Upon written notice from a party that the case has been dismissed in court or resolved after a session at ADR Systems, any submissions will be destroyed within 60 days of the receipt of the notice.

#### **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. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Arbitrator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.

- b. 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.
- c. The Parties agree that for this Arbitration the minimum award to xxxxxxxxxxxx will be \$xxxxxxx, **subject to applicable set-offs**. Also, the maximum award to xxxxxxxxxxxx will be \$xxxxxxx. These amounts reflect the minimum and maximum amounts of money that xxxxxxxxxxxx shall be liable to pay to xxxxxxxxxxxx, **subject to applicable set-offs**.
- d. **The following set-offs apply:**

#### 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.

#### V. **Arbitration Costs**

##### A. **ADR Systems Fee Schedule**

1. A deposit is required for the Administrative Fee, Arbitrator's estimated review, session, and decision time ("Arbitration Costs"). Arbitrations are billed at a three hour per day 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. For matters requiring multiple sessions, an additional administration fee will be assessed.

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 deposits 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.

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

#### **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.

**VI. 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 \_\_\_\_\_  
xxxxxxxxxxxxxxxxxxxx

By: \_\_\_\_\_ Date \_\_\_\_\_  
xxxxxxxxxxxxxxxxxxxx

By: \_\_\_\_\_ Date \_\_\_\_\_  
xxxxxxxxxxxxxxxxxxxx

By: \_\_\_\_\_ Date \_\_\_\_\_  
xxxxxxxxxxxxxxxxxxxx

Date of Hearing: xxxxxxxxxxxx  
ADR Systems File # xxxxxxxxxxxx  
Insurance Claim # xxxxxxxxxxxx  
ADR Systems Tax I.D. # xxxxxxxxxxxx