



Storm Damage Arbitration Agreement
ADR Systems File # xxxxxxxxx
Insurance Claim # xxxxxxxxx

I. Parties

- A. xxxxxxxxxxxxxxxx
- B. xxxxxxxxxxxxxxxx

II. Date, Time and Location of the Arbitration

Date: xxxxxxxxx
Time: xxxxxxxxx
Location: xxxxxxxxx

III. Rules Governing the Arbitration

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for 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 xxxxxxxxxxxxx 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 wood floor only under the policy of insurance for property located at:

xx
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.
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 **xx (xxxxx)** 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 (or state of residence).
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 **XXXXXXXXXXXXXXXXXXXXXX**.

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.
6. 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, however, please do not send anything over 50 pages, including exhibits.

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

7. 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. 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 xxxxxxxxxx will be \$xxxxxxx. Also, the maximum award to xxxxxxxxxx will be \$xxxxxxx. These amounts reflect the minimum and maximum amounts of money that xxxxxxxxxx shall be liable to pay to xxxxxxxxxx for xxxxxxxxxx.

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

- 2. The following set-offs apply:

xxxxxxx

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 (or state of residence). 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 System Fee Schedule

Arbitration Flat Fee	\$xxx.xx per Party
Arbitrator's Travel Time (if any)	\$xxx.xx per hour, split equally between Parties

- 1. The 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 \$xxx.xx 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 \$xxx.xx. 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 fees 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: XXXXXXXXXXXXXXXXXXXX
ADR Systems File # XXXXXXXXXXXXXXXXXXXX
Insurance Claim # XXXXXXXXXXXXXXXXXXXX



ADR Systems Tax I.D. # xxxxxxxxxxxxxx