

AGREEMENT FOR ARBITRATION

Pursuant to applicable law, the parties named in this Agreement hereby submit the dispute described below in Paragraph 14 to arbitration, with _____ serving as arbitrator (the "Arbitrator"). The parties shall set forth in an attached Appendix any terms to supplement or supersede the following terms:

1. The parties agree that the Arbitrator's Award shall be final and binding and that a judgment may be entered on the Award in any court of competent jurisdiction.

2. Prior to the arbitration, the Arbitrator shall disclose any interest or relationship which might affect his neutrality. He or she shall notify the parties of the time and place of the hearing via first class mail, fax, telephone or e-mail.

3. Although the arbitration may be conducted by the Arbitrator in any manner which permits a fair presentation of the case by the parties, the normal sequence shall be as follows:

- Opening statements,
- Claimant's presentation of witnesses,
- Cross-examination,
- Respondent's presentation of witnesses,
- Cross-examination,
- Closing arguments.

The plaintiff or complaining party shall present first. Parties wishing a stenographic record shall make their own arrangements directly with the stenographer.

4. The arbitration may proceed in the absence of any party who, after execution of this Agreement and reasonable notice of the hearing, fails to attend. The arbitrator shall require parties who are present to submit such evidence as the arbitrator deems necessary for the making of an Award.

5. Process

a) The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered, and conformity to legal rules of evidence shall not be required, although the rules of evidence shall be used as a guide.

b) Subpoenas may be issued for the attendance of witnesses and for the production of documents and other evidence in accordance with c. 251 sec. 7.

c) The expenses of witnesses shall be paid by the party producing those witnesses.

d) Any party intending to offer exhibits must provide the other parties with a copies at least seven calendar days before the hearing. The arbitrator shall resolve any dispute regarding this information exchange. Any party determined by the Arbitrator to be responsible for causing the postponement or cancellation of a hearing because of failure to comply with this section shall be subject to forfeiture of its entire hearing fee.

6. The parties shall provide the Arbitrator with copies of any statutes, case law, etc., which they wish to have considered. If they wish to have exhibits returned, they shall make arrangements with the Arbitrator for that purpose to be accomplished at the cost of the Party..

7. Upon determining that the parties' presentations are concluded, the arbitrator shall declare the arbitration closed, at which time no further evidence shall be taken.

8. The Arbitrator may grant any remedy or relief, including specific performance of a contract, if the Arbitrator deems just and equitable and within the scope of any Agreement which is subject of the arbitration. The Arbitrator may also award statutory relief when applicable, including multiple damages, attorney's fees and costs. The Award shall be in writing and signed by the arbitrator. Unless otherwise stipulated, the Award shall be delivered via first class mail or fax to the addresses listed below and rendered within fifteen days after the close of the arbitration.

9. The Arbitrator shall interpret and apply the procedures set forth in this Agreement.

10. The Arbitrator shall not be a necessary party in any judicial proceedings relating to this arbitration. The Arbitrator shall not be liable to any party for any act or omission in connection with services performed under this Agreement.

II. Fees

a) First day (up to 6 hours of hearing): \$1,800.00 per party

b) Additional time (e.g., additional hearing time, review of evidence, etc.) is billed at \$500/hour equally divided by the Parties. Reasonable expenses incurred by the Arbitrator shall be equally divided.

12. Cancellation/Postponement. If a scheduled date is cancelled or postponed (collectively "cancelled or cancellation"), fees are as follows:

a) A refund of 75% of fees paid if cancellation is 10 days or more prior to the scheduled arbitration

b) A refund of 25% of fees paid if cancellation is less than 10 days prior to the scheduled arbitration, but more than 48 hours prior to arbitration.

c) No refund shall be made if cancellation is less than 48 hours prior to arbitration.

If the parties dispute which party is responsible for the cancellation, the Arbitrator will determine responsibility, and is not required to conduct a hearing to do so. If the case settles, the parties divide the charge equally.

13. All amounts owed shall be paid by attorney check. Fees are to be paid in advance unless agreed otherwise in advance by the Arbitrator. No Award need be issued by the Arbitrator unless or until all fees are paid.

14. Description of Dispute Submitted to Arbitration:

15. Miscellaneous

Any documents provided to the Arbitrator by the Parties or counsel will be destroyed 45 days after the conclusion of the arbitration, unless the Arbitrator is otherwise instructed by the Parties or counsel as set forth in paragraph 5 above. This Agreement is governed by Massachusetts law, is executed under seal, and may be executed in counterparts, by facsimile or electronic signature.

Party Name: _____

By: _____

Date: _____

Party Name: _____

By: _____

Date: _____

Party Name: _____

By: _____

Date: _____

Party Name: _____

By: _____

Date: _____

Representatives:

Party Name: _____

Rep Name: _____

By: _____

Date: _____

Party Name: _____

Rep Name: _____

By: _____

Date: _____

Arbitrator:

Date: _____