**Sample Arbitration Agreement**

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PROCEDURAL STIPULATION AND ORDER

The Parties have entered this procedural stipulation, which has been approved in the form of an order by the arbitrator, to govern the arbitration of a dispute arising under a contract between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The dispute arises out of and is governed by a contract agreement between the Parties, last signed and as of the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that contains a dispute resolution provision requiring arbitration of all disputes. The parties have agreed to submit these claims to Donald R. Powers, Esq./Michael Marks, Esq., as sole and final arbitrator in this matter.

1. Governing law. The parties stipulate that Vermont law applies and that the [Federal/Vermont] Arbitration Act applies as well. The procedure will be governed by the [Construction Industry Arbitration] Rules for the American Arbitration Association.

2. Background documents for Arbitrator. The parties shall provide the Arbitrator with copies of the Contract between the parties, including any change orders, and of any plans or specifications relevant to the dispute on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. Statements of claims and answering statements. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall file and serve a statement of claim on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall file and serve its answering statement and any counterclaim on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ files a counterclaim, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall file and serve its answering statement on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. Production of documents. On or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the parties shall serve upon each other any requests for production of documents they deem relevant, filing a copy of the requests with the Arbitrator. Any objections to requests for production of documents will be filed and served on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All documents requested which have not been the subject of an Order denying the request shall be produced by the parties on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties shall produce a list identifying by name, employer and address any witnesses the party intends to present at the hearing, together with a statement of the topics of anticipated testimony for each witness by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a copy to the arbitrator. The parties shall exchange a list of exhibits, with a copy to the arbitrator, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

5. Expert reports. The parties shall produce to the other party any existing reports (or, in the absence of a formal report, a summary of the expert opinion) of expert witnesses relevant to the matters in dispute on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Expert reports prepared in opposition to or responding to expert reports shall be produced on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

6. Pre-Hearing Conference and Hearings. The parties shall hold a pre-hearing conference by telephone on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_ AM. The hearing in this matter shall be held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Hearings will be from 9:00 a.m. – 5:00 p.m., unless otherwise agreed by the parties and the Arbitrator. Hearings will be held at a site to be agreed upon by the parties. If the parties cannot agree upon a site, the arbitrator shall select the site.

7. Motions, Proposed Findings and Trial Briefs. The parties may file dispositive pretrial motions by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and replies by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties may file motions in limine by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties may file (but are not obligated to file) trial briefs by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Final proposed findings and briefs shall be filed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Replies shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

8. Explanation of award. The parties have requested that the Arbitrator provide a written explanation of the award.

9. Stenographic record. Neither party intends to obtain a stenographic record of the proceeding.

10. Rules of evidence not applicable. The parties confirm that AAA R-32 “Evidence” shall apply to the hearings in this matter.

11. Payment of Arbitrator. The parties agree that the Arbitrator shall be paid $250 per hour, including travel time, together with mileage, long distance telephone calls, photocopying costs and other out-of-pocket expenses. The Arbitrator has estimated a bill for his services in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be shared equally by the parties in the first instance, subject to the authority of the Arbitrator to apportion fees, expenses and compensation among the parties pursuant to AAA R-44(c). The parties shall pay the estimated fee promptly and the Arbitrator shall deposit it in his attorney’s IOLTA account, to be drawn upon as earned. The parties shall pay additional estimated fees in similar fashion as determined by the Arbitrator whenever the Arbitrator in good faith determines that the fees paid are not likely to cover the anticipated bills for Arbitrator’s services and reimbursable costs. All fees and costs shall be current as of the commencement of hearing days, and all fees and costs shall be paid in full prior to issuance of the final award by the Arbitrator.

12. Means of filing and service. The parties and the Arbitrator stipulate that documents and correspondence may be served and filed by fax, email or regular mail, and the award shall be served in accordance with Vermont law. The parties are encouraged to provide the Arbitrator with electronic copies of all pleadings, motions and briefs.

Acknowledgement of Arbitration

The parties understand that this Agreement contains an agreement to arbitrate. After signing this document, each party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of Constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator or arbitrators.

DATED at Middlebury, Vermont this day of , 2010.

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Michael Marks/Donald R. Powers, Arbitrator

Stipulated by:

By:

By: