

AGREEMENT TO ARBITRATE

Full Style of Case: _____

The parties agree to arbitrate the case noted above according to the Arbitration Rules (Rules) as administered by Southwest Virginia Mediations (SWVM). Below is a description of the dispute, including a statement of any amounts of damages or other relief sought. All matters involved in the dispute shall be arbitrated unless otherwise agreed. An attorney representing a party may sign this Agreement on behalf of the party. Any modifications to this Agreement and the Rules may be written in below.

Description of the Dispute:

Modifications: (Any modifications shall be initialed by each party or their counsel)

ARBITRATION RULES

I. Definition of Arbitration.

Arbitration is a process by which a third party neutral (The Arbitrator) decides the outcome of a case based on the facts and the governing law. This Agreement form is utilized when there is no arbitration agreement executed before the dispute arose.

II. Determination of locale.

The parties may by agreement select a locale for the arbitration hearing. Absent such agreement, The Arbitrator will determine the locale based on the convenience to all involved.

III. Selection of Arbitrator.

The parties select by agreement Jonathan M. Apgar, Esq. to serve as the Arbitrator.

IV. Determination of Date and Time.

The parties may by agreement determine the date and time for the arbitration hearing, subject to the availability of the Arbitrator. Absent agreement, the Arbitrator will determine these matters.

V. Fees.

The amount of the fees for the services of the Arbitrator is \$200.00 per hour (and one-half that for travel over one hour). SWVM requires that each representing attorney (and their respective law firms) shall be responsible for payment of the fees and expenses of SWVM incurred on behalf of the client, or a retainer shall be provided by an unrepresented party. The fees will be allocated equally among the parties in the dispute unless they otherwise agree. All expenses, other than the above, incurred by the parties in this arbitration shall be borne by the party incurring such expenses and fees.

VI. Pre-hearing Conference.

A pre-arbitration conference will be scheduled as soon as is practicable, which may be conducted by telephone conference. The Arbitrator will preside. The participants shall include unrepresented parties, and counsel for each represented party (plus the represented party if they desire). It is required that the fully executed Agreement to Arbitrate be given to SWVM prior to this conference. The conference agenda may include: scheduling of any arbitration matters, addressing any logistical concerns, general review of substantive issues, review of hearing procedure and such other matters as are needed. All issues raised in this conference will be resolved by agreement, or if not, by the Arbitrator.

VII. Discovery.

No discovery will be allowed except by agreement of the parties or by authority of governing law.

VIII. Hearing.

The hearing shall be commenced and conducted by the Arbitrator. All relevant evidence shall be admissible subject to the discretion of the Arbitrator. The general order of proceedings shall be similar to trial courts in Virginia, and will be conducted privately. The hearing may proceed with a party absent without good cause. Each witness will be put under oath. Continuances will be granted only for good cause. Any party may have a court reporter present at their expense.

IX. The Award.

The Arbitrator shall send to counsel (or unrepresented parties) by regular mail or facsimile a written award as soon as reasonable after the hearing. The award shall be based on the governing law as applied to the facts. The award shall be binding upon the

parties without right of appeal except for any appeal allowed by governing law. Judgment may be entered on the award and such judgment may be enforced pursuant to any process available under governing law.

X. Statute of Limitations.

For any case in which a lawsuit has not been filed, all applicable statutes of limitation shall be tolled for the purposes of this arbitration no later than the day this Agreement is fully signed by all parties.

XI. The Role of the Arbitrator.

The Arbitrator is a neutral, and is an agent of SWVM. Both shall not be liable to the parties for any act or omission relating to this arbitration. The Arbitrator and/or SWVM shall not be subject to subpoena or other process in any judicial or regulatory proceedings relating to this arbitration.

XII. Communications with Arbitrator.

No private communications with the Arbitrator are allowed. All communications (except for any non-substantive initial contact to see whether the Arbitrator is available) with parties and/or counsel shall be made at a hearing or conference call with all interested parties or counsel being given a reasonable opportunity to participate. All written communications shall be copied to all interested parties or their counsel by the same means and time as are sent to SWVM.

XIII. High-Low Agreements.

The parties may agree that any award rendered in the arbitration will not be enforceable beyond the limits established in a High-Low Agreement. The information concerning a High-Low Agreement will not be disclosed to the Arbitrator before the expiration of thirty days after the issuance of the award.

Name of party (print) _____

Signature _____ date _____

Name of counsel (print) _____

Signature of counsel _____ date _____

Name of party (print) _____

Signature _____ date _____

Name of counsel (print) _____

Signature _____ date _____

Name of party (print) _____

Signature _____ date _____

Name of counsel (print) _____

Signature _____ date _____

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