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AGREEMENT FOR ARBITRATION

The undersigned agree to participate in an arbitration, and to retain Mark L. Irvings to serve as the impartial arbitrator, under the following conditions:

1. The arbitrator’s role is to issue a final and binding decision in the matter presented to him by the parties. The arbitrator does not represent a party, and does not provide legal advice or counsel.
2. The applicable rules shall be those under which the arbitration was filed, or if none exist, the American Arbitration Association’s National Rules for the Resolution of Employment Disputes, as amended.
3. This arbitration is a private and confidential proceeding.
4. To enable the arbitrator to serve effectively, with complete impartiality and independence of judgment, the parties agree to the following conditions:
 - a. The arbitrator shall have the same common law immunity as does a judge, and the arbitrator shall not be liable to any participant for any act or omission in connection with the administration and arbitration of this dispute.
 - b. No participant may subpoena the arbitrator to testify in any proceeding, or to produce his notes. As a matter of arbitral practice, the complete file is disposed of upon the issuance of an award. Any participant who violates this agreement shall indemnify the arbitrator for any legal costs and lost professional time related to enforcing this agreement.
5. The arbitrator’s fee is \$_____ an hour, with a six hour minimum, for all time spent in case administration, hearings, study, and travel in excess of one hour. Actual travel expenses will be billed. The six hour daily minimum will be charged to the requesting party for all postponements and cancellations of arbitrations with less than four weeks notice for a single day of hearing, eight weeks for two hearing days, and twelve weeks for three or more days. The parties will be required to prepay fees, based on estimates that will be provided, with any remaining balances being returned at the conclusion of the case. Fees will ultimately be allocated in accordance with the parties’ agreement and applicable statutes.

Name

Date

Name

Date