

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF
THE SUPERIOR COURT**

Plaintiff(s)

vs.

Defendant(s)

AGREEMENT FOR BINDING ARBITRATION

The undersigned, who constitute all of the parties having an interest in the above-captioned action, agree to arbitrate their disputes and to terminate the litigation now pending between them, the parties have selected _____ as Arbitrator who agrees to arbitrate their differences and resolve the matter, no later than _____.

1. Each party acknowledges that the arbitration process, and in particular, the Arbitrator's award, is binding and conclusive upon all parties and not subject to appeal or review by any judicial or administrative process, (except as provided in G.L. Chapter 251, Sec, 9, 12 and 13). Each party agrees that their submission to arbitration constitutes an irrevocable consent to having this action resolved entirely through arbitration except for motions to confirm (or vacate) the arbitrator's award.

2. The Arbitrator shall hear and determine the controversy upon the evidence submitted and shall have the ultimate responsibility to determine the relevancy and admissibility of the evidence. The parties agree that hearings shall be conducted by the Arbitrator in any manner which permits a fair presentation of each party's position and allows each side to present and cross-examine witnesses. The parties agree to the following terms and conditions:

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF
THE SUPERIOR COURT**

The parties further agree that they have been given an opportunity to offer proof of their claims and contentions, the Arbitrator shall declare the arbitration hearing closed and shall allow no further proof to be taken or heard. Any party who fails to object in writing before the conclusion of the arbitration hearing to any asserted noncompliance with any provisions or requirement of this paragraph shall be deemed to have waived the objection.

3. The Arbitrator's award shall be rendered promptly and, unless otherwise stipulated by this agreement, shall be submitted NO LATER THAN _____ days following the close of the hearings. The award shall be in writing and signed by the Arbitrator.

4. The parties acknowledge and agree that the Arbitrator's work product and case file shall be confidential and not subject to disclosure in any judicial, administrative or private proceeding.

5. The parties agree that the Arbitrator shall not be liable to any party for any act or omission in connection with services performed under this agreement. The parties further agree that any party who seeks to impose liability on the Arbitrator, this paragraph notwithstanding, shall indemnify the Arbitrator for all resulting costs, including additional attorney's fees.

6. The undersigned parties agree that they shall each pay the Arbitration \$_____ per hour and that they shall jointly pay an administrative fee of \$_____ to the _____ County Bar Association. The parties agree that should the arbitration session be cancelled less than _____ days prior to the scheduled date of arbitration, they will jointly pay the _____ Bar Association an additional sum of \$_____.

ARBITRATING PARTIES

Claimant:

Respondent Party:

Plaintiff(s) Attorney

Defendant(s) Attorney

Plaintiff

Defendant or Insurer Representative

Current Date