

**AGREEMENT FOR BINDING
ARBITRATION**

DOCKET NO.

**Massachusetts
Trial Court
Superior Court**



PLAINTIFF(S)

v.

DEFENDANT(S)

CLERK OF COURTS

COUNTY

All the parties having an interest in this matter agree to arbitrate their disputes and terminate the pending litigation. The parties have selected _____ as Arbitrator, who agrees to arbitrate the disputes and resolve this matter no later than _____.

1. Each party acknowledges that the arbitration process, and in particular, the Arbitrator's award, is binding on all parties and not subject to appeal or review by any judicial or administrative process (except as provided in G.L. c. 251, §§ 9, 12, and 13). Each party voluntarily consents to the arbitration process and to having this matter resolved entirely through arbitration, except for motions to confirm or set aside the Arbitrator's award.
2. The Arbitrator shall base any resolutions upon the evidence submitted and shall have the ultimate responsibility to determine the admissibility and sufficiency of the evidence. The parties agree that hearings shall be conducted by the Arbitrator in any manner which permits a fair presentation of the evidence and allows each party to present their case, including cross-examination of any witnesses.

The parties agree to the following terms and conditions (*attach additional pages if necessary*):

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____
- k. _____
- l. _____

(continued on next page)

The parties further agree that they have been given an opportunity to offer proof of their claims, and the Arbitrator shall declare the arbitration hearing closed and shall allow no further evidence to be submitted. Any party who fails to object in writing before the conclusion of the arbitration hearing to any purported noncompliance with any provisions or requirements 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 conclusion of the arbitration hearing. 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 proceedings.
5. The parties agree that the Arbitrator will not be responsible to any party for any act or omission in connection with services performed under this agreement, but if any party tries to hold the Arbitrator responsible, that party must compensate the Arbitrator for all resulting costs, including additional attorney's fees.
6. By signing below, the parties agree that they shall each pay the Arbitrator \$ _____ 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 _____ County Bar Association an additional sum of \$ _____.

For the Plaintiff(s),

For the Defendant(s),

Signature (attorney or self-represented litigant)

DATE: _____

DATE: _____