



Hobson & Hobson, P.C. Arbitration Services

AGREEMENT TO ARBITRATE

File#: _____

Case Style: _____

For good consideration the undersigned parties hereby agree to submit the aforesaid legal dispute to an arbitration proceeding in accordance with the Hobson & Hobson Rules For Arbitration (Effective _____) and as follows:

1. **SCOPE.** The parties have agreed to a Binding Arbitration of specific issues detailed below. Those issues are:
2.
 - a. _____;
 - b. _____;
 - c. _____;
 - d. _____;

(If more than four or need more space to detail the issues, attach an additional sheet)

Each party signing this document expressly and specifically acknowledges that he/she agrees that the listed issues are complete and that he/she agrees to submit those issues to Binding Arbitration. Each party expressly and specifically understands that – if necessary - the Court’s entry of an Order directing Arbitration will incorporate this provision and will be an Order directing that these identified issues be submitted to Binding Arbitration.

3. **ARBITRATION PROCESS.** Arbitration is an adversarial procedure resulting in an Award by the Arbitrator, however, the normal Rules of Evidence may be relaxed by the Arbitrator as the Arbitrator deems appropriate and may be interpreted liberally so that each party is given ample opportunity for a full and fair hearing.
4. **WAIVERS.** Each party - after an opportunity to consult with Counsel - acknowledges that by entering into a BINDING ARBITRATION certain specific rights are forfeited, those including, but not being limited to: 1. The right to have this matter heard by a Judge or a Jury having jurisdiction of this

matter. And, 2. The right to appeal the Arbitrator's Award except as provided by Georgia Law. Entering into Non-Binding Arbitration does not forfeit the above rights.

5. **GOOD FAITH.** By signing this agreement, all parties pledge to cooperate and participate in good faith in all Arbitration sessions.
6. **ARBITRATOR'S ROLE.** The Arbitrator will act as a judge and will not offer legal advice. The Arbitrator will be neutral and impartial. The Arbitrator's opinions and Award SHALL be binding on all parties. The Arbitrator shall issue a Case Management Order to address the Delivery and Service of the Award and any and all other matters related to the administration of this arbitration.
7. **EVIDENCE.** The normal Rules of Evidence will be relaxed and will be interpreted liberally. Within ten (10) days after this agreement is signed, or as the parties may otherwise agree, each party will furnish all other parties with a copy of all documents to be tendered during the Arbitration and shall inform all parties of the names, addresses, and phone numbers of all witnesses to be called to testify during the Arbitration. If such evidence or proposed testimony is not submitted in a timely manner, a continuance shall be granted if requested, such continuance not to exceed 30 days.
8. **CONFIDENTIAL AND HOLD HARMLESS.** All that occurs during the Arbitration process shall be confidential. The parties hereby agree to fully indemnify, reimburse and hold the Arbitrator and HHAS harmless for any and all damages claims, judgments, cost and expenses, including attorney fees, included by the Arbitrator or HHAS as a result of any subsequent claim, demand or cause of action arising from this arbitration, whatsoever.
9. **GUIDELINES AND RULES.**
The Hobson & Hobson Rules For Arbitration (Effective _____) Rules shall control this Arbitration. The parties agree not to unilaterally contact the Arbitrator regarding the issues involved and for 30 days following the date of the Award.
10. **ADMINISTRATION COST AND ARBITRATION FEES.** The fee for the Arbitration is in accordance with the current fee structure. All fees, expenses, and travel time will be split equally among all parties, unless otherwise agreed in writing. The fees, expenses, and travel time are billed at the conclusion of a hearing, and are the responsibility of the attorney.

Signature: _____ Print Name: _____ Date: _____

Signature: _____ Print Name: _____ Date: _____