

BINDING ARBITRATION RULES

1. Pursuant to the parties contract, they hereby choose and hire _____ as arbitrator for **binding** arbitration to determine issues related to the professional association and a contract for services claim. The parties shall pay the arbitrator at the rate of \$ _____ per hour, including time spent for the arbitration and time considering and drafting an arbitration award. Each party shall pay the arbitrator a retainer of \$ _____ prior to the beginning of the arbitration. The arbitrator shall submit to counsel her final itemized statement of services within five (5) days of her submission of the award, and each party shall pay his or her share of the final bill within fifteen (15) days. If the final bill is less than the initial retainer, the arbitrator shall immediately refund the unused amount of the retainer. If the parties resolve the matter via agreement, with _____ assistance, then the parties shall equally share in the cost. If there is an arbitration award then any such cost shall be governed by the parties' contract.
2. Notice of the Arbitration time and date was previously sent and received by the parties. The arbitration shall be conducted in an informal manner, with both parties and attorneys allowed to present evidence and summary. It is anticipated that the arbitration will last a few hours. All provisions of O.C.G.A. §9-9-8 that are not inconsistent with these Rules shall apply to this arbitration.
3. The arbitrator shall submit his/her final arbitration award to each party (or counsel for any party) in writing no later than October 20, 2017. However, the arbitrator shall have the right to request additional time to make an award if necessary. All provisions of O.C.G.A. §9-9-10 that are not inconsistent with these Rules shall apply to this arbitration.
4. The parties shall be responsible for submitting the binding arbitration award to the Court for final approval by the Court and entry into a final order of the Court if appropriate.
5. [OPTIONAL: The parties acknowledge that _____ will be the mediator for this case in a mediation to be conducted immediately prior to the arbitration. The parties acknowledge that this puts _____ in dual roles that possibly conflict with each other. During the mediation, as mediator _____ will be participating in confidential conversations with each party and counsel. That means she receives information not to be shared with the opposing party or that are not typically to be used in negotiations. The parties and counsel have chosen _____ as arbitrator because of their confidence that she will conduct the proceeding with an open and objective mind. Although _____ will attempt to arbitrate the issues without taking into consideration such confidential information, the parties recognize that it may not be possible for _____ to completely disregard such confidential communications she heard in the mediation as such information is out there. By

signing these arbitration rules the parties and counsel waive all objections to having _____ act as the arbitrator. By signing these rules the parties and counsel waive any and all confidentiality that arises out of the prior mediation.

Petitioner
Date:

Respondent
Date:

Attorney for Petitioner
Date:

Attorney for Respondent
Date:

Arbitrator
Date: