

Agreement to Arbitrate

We, the undersigned, agree to submit the following matter to arbitration with PeacePoint (hereinafter “the Administrator”):

NATURE OF THE CONTROVERSY
<i>Space below limited to 4000 characters including spaces.)</i>

APPOINTMENT OF ARBITRATOR	
<i>Select One</i>	
<input type="checkbox"/> We agree the arbitrator will be appointed by the Administrator. The Administrator may appoint more than one arbitrator as needed per the <i>PeacePoint Arbitration Rules</i> .	
<input type="checkbox"/> We agree to the following arbitrator(s).	Arbitrator’s Name: Arbitrator’s Name: Arbitrator’s Name:

We have been provided and have read the *PeacePoint Arbitration Rules*, which are incorporated into this Agreement by reference and which we agree to follow. Subject to the provisions of the *PeacePoint Arbitration Rules*, we acknowledge and agree that:

1. The arbitration will be conducted as provided in the *PeacePoint Arbitration Rules* and will be administered by PeacePoint.
2. All arbitrators designated are collectively referred to as the “Arbitrator.” The Arbitrator shall be compensated in accordance with the Arbitrator’s schedule of fees and charges as reflected in a separate *Agreement to Fees & Costs* form which we shall sign at the appropriate time.
3. The issues for arbitration will be established as provided in the *PeacePoint Arbitration Rules*. Specifically, the issues we agree will be submitted to arbitration are set forth below in Exhibit A. The final list of issues to be determined in arbitration as well as the claims and remedies sought by the parties will be identified during pre-hearing arbitration proceedings.
4. We will abide by and perform any award rendered by the Arbitrator and we agree that any award may be entered and enforced as a judgment in any court of competent jurisdiction. We further acknowledge and agree that arbitration will be the exclusive remedy for our conflicts and disputes and that we may not later litigate these matters in civil court.
5. Neither the Administrator nor the Arbitrator, including any who happen to be attorneys, will provide any party with the kind of legal advice or representation we would receive from a privately

Agreement to Arbitrate

retained attorney. Furthermore, no Arbitrator, regardless of training or expertise, will be expected to provide any of us with the kind of advice or services that we would receive from an independent professional.

6. We agree that any dispute with the Administrator or with the Arbitrator arising out of or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the applicable PeacePoint procedures or rules. If we are unable to agree on an administrator for the arbitration or arbitration, administration of the process will be by The Institute for Christian Conciliation, a division of Peacemaker Ministries, or its designee. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

Party 1 Information		
Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Signature – <i>Please provide your signature by typing your name in this space.</i> /s/		Date:
Party 2 Information		
Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Signature – <i>Please provide your signature by typing your name in this space.</i> /s/		Date:
Party 3 Information		
Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Signature – <i>Please provide your signature by typing your name in this space.</i> /s/		Date:

Party 4 Information

Name:

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

Signature – *Please provide your signature by typing your name in this space.*

Date:

/s/

EXHIBIT A

Initial List of Issues and Claims