

**LANCASTER BAR ASSOCIATION
ALTERNATIVE DISPUTE RESOLUTION PROGRAM**

ARBITRATION AGREEMENT

1. **Introduction**

It is hereby agreed by and between the parties that this matter shall be a binding common law arbitration pursuant to 42 Pa.C.S.A. §7341, *et seq.* Domestic relations disputes are not eligible for resolution through this arbitration program, such as divorce, equitable distribution, custody, child or spousal support, alimony, alimony pendente lite, or paternity.

2. **Role of the Bar Association**

The Lancaster Bar Association sponsors the Alternative Dispute Resolution Program. The role of the Bar Association in the Alternative Dispute Resolution Program, however, is merely one of administering the request for ADR. The undersigned parties, by voluntarily participating in the program, accept and recognize that:

The Lancaster Bar Association, arbitrator, and the LBA-ADR Committee shall have no liability, express, implied or otherwise, with respect to any aspect of the Alternative Dispute Resolution Program, including the actions or omissions of any arbitrator.

3. **Definition of Arbitration**

Arbitration is a process by which a neutral, impartial party (“arbitrator”) hears the evidence and arguments presented by the parties and makes a decision to resolve the dispute. The parties agree by contract to be bound by the decision of the arbitrator.

4. **Selection of an Arbitrator**

a. The parties will have twenty days from the date they submit the completed Request For ADR to review the list of approved arbitrators and select an arbitrator acceptable to all parties. In the event that the parties agree on the arbitrator, that name should be supplied immediately to the Lancaster Bar Association.

b. In the event that there is no agreement on the arbitrator within twenty (20) days, the Lancaster Bar Association Executive Director or her/his designee will provide the parties with written notice of 3 possible choices, whose selection will be based on a rolling, random assignment of approved arbitrators on the Lancaster Bar Association list. Each side may strike one name. The remaining person, or the first one selected by the LBA if more than one remain, shall be assigned as the arbitrator.

5. **Arbitrator Not To Be Called As Witness**

The parties agree not to call the arbitrator or any member of the Lancaster Bar Association Alternative Dispute Resolution Program as a witness or an expert in any pending or subsequent litigation as to any matter related to this arbitration. The parties will defend the arbitrator and any members of the Lancaster Bar Association Alternative Dispute Resolution Program from any Subpoena from any party as to the subject of this arbitration. **The arbitrator is not liable to any party for any act or omission in connection with this arbitration.**

6. **Scheduling the ADR Conference**

After the Bar Association has been notified of the selection of a mutually agreeable arbitrator, or after the Bar Association has appointed an arbitrator in the instance where there has been no agreement, it will then be the responsibility of the arbitrator to schedule the date, time and place of the arbitration, and to notify the parties and the Bar Association of the schedule. All arbitrations will be held in Lancaster County, unless there is special agreement otherwise.

7. **Evidence**

The undersigned parties agree that the arbitration will be conducted under the procedural Rules for Common Law Arbitration as set forth in 42 Pa.C.S.A. §7342. The parties further agree that by stipulation they adopt the provisions of Pennsylvania Rule of Civil Procedure 1305 in regard to evidentiary issues. However, these rules may be changed with the agreement of all parties.

8. **Exchange of Arbitration Memoranda**

At least ten (10) days prior to the arbitration, each party shall provide opposing parties and the arbitrator with an arbitration memorandum, which must include the following information:

- a. a succinct statement of position regarding liability and damages;
- b. a description of the legal issues involved, with citation of legal authority;
- c. copies of any controlling documents in dispute;
- d. copies of expert reports on which they intend to rely;
- e. an itemized list of damages
- f. a list of proposed witnesses;
- g. a list of proposed exhibits; and
- h. a list of stipulations agreed upon and a separate list of stipulations proposed.

9. **Attendance at Arbitration**

Once an arbitrator has been selected by the parties or the LBA, the attendance of the parties at the arbitration shall be mandatory. If a party fails to appear, the non-appearing party shall, within 30 days from the mailing of the arbitration award, pay the entire arbitration fee as well as the opposing party's reasonable expenses in attending the arbitration, as assessed and ordered by the arbitrator.

If a party fails to attend the arbitration, the arbitrator may enter an award against that party.

10. **Award**

The award shall be in writing signed by the arbitrator. The parties further stipulate that if damages for delay are sought, they shall be determined pursuant to Pennsylvania Rule of Civil Procedure 238(d)(1). The award shall be delivered by the arbitrator to the parties by placing a copy of the award in the mail, addressed to each party at its last-known address, or to its counsel of record.

11. **Fees and Expenses of the Arbitrator**

The parties have agreed that they will each be responsible for an equal share of the fees and expenses of the arbitrator, unless there is specific written agreement otherwise.

The initial \$150 administrative fee paid to the Bar Association is not refundable. The \$600 initial arbitrator fee is only refundable up until the point in time that an arbitrator has been appointed. After the appointment of the arbitrator, the \$600 fee is not refundable. The \$600 covers three (3) hours of the arbitrator's time for the initial review and preparation for the conference, and the initial conference (the initial conference itself not to exceed 2 hours). In the event that the initial review and preparation and the initial conference exceeds three (3) hours, the parties agree to bear equally (or as otherwise agreed by the parties) an hourly fee for the arbitrator in the amount of \$200.00 per hour.

Any expenses of the arbitrator incurred, such as travel outside of Lancaster County, long distance telephone calls and/or photocopies, shall likewise be borne equally by the parties.

ACKNOWLEDGEMENT:

The undersigned parties, intending to be legally bound, acknowledge that we have read and agree with the terms and scope of the Arbitration Agreement set forth above.

Name of Party: _____

Name of Party: _____

By (signature): _____

By (signature): _____

By (typed name): _____

By (typed name): _____

Dated: _____

Dated: _____

Name of Party: _____

Name of Party: _____

By (signature): _____

By (signature): _____

By (typed name): _____

By (typed name): _____

Dated: _____

Dated: _____

Please sign this Arbitration Agreement and return it to:

Lancaster Bar Association
Alternative Dispute Resolution Program
28 East Orange Street
Lancaster, PA 17602