



Alternative Dispute Resolution (ADR) – ARBITRATION AGREEMENT

Case Name: _____

Case Number, if applicable: _____

Type of Dispute: _____

The undersigned parties agree to submit the above dispute to binding arbitration through the Lancaster Bar Association's Mediation & Arbitration Program ("Program") and agree to the following terms:

1. Agreement to Arbitrate

The parties voluntarily agree to submit their dispute to arbitration rather than resolve the dispute through litigation or another process.

The parties understand that arbitration is a process in which a neutral arbitrator considers the parties' evidence and arguments and issues a decision resolving the dispute. The arbitrator's decision is **final and binding**, subject to any rights of review or challenge provided by applicable law.

2. Role of the LBA

The Lancaster Bar Association ("LBA") administers the Program but does not act as a party, advocate, attorney, or decision-maker in the dispute.

The LBA's role is limited to administering the Program, including receiving requests, maintaining the approved panel, assisting with selection and assignment of the arbitrator, collecting applicable fees, and providing administrative support.

3. Selection of Arbitrator

The parties may mutually select an arbitrator from the LBA's approved panel.

The parties shall have twenty (20) days from submission of the required forms and filing fee to select an arbitrator and notify the LBA of their selection.

If the parties cannot agree on an arbitrator within twenty (20) days, the LBA shall appoint an arbitrator in accordance with the Program's rotating and randomized assignment procedures.

The arbitrator must disclose any actual or potential conflict of interest before accepting the appointment and throughout the arbitration.

4. Preliminary Conference and Procedure

After appointment, the arbitrator shall coordinate a preliminary conference with the parties and/or their counsel.

The arbitrator shall establish appropriate procedures for the arbitration, which may include:

- The issues to be decided;
- Documents and other information to be exchanged;
- Deadlines for submissions;
- Witnesses and exhibits;
- The format and length of the hearing;
- Whether the hearing will be conducted in person or by videoconference; and
- Any other procedural matters necessary for a fair and efficient proceeding.

The arbitrator may modify procedures as appropriate based on the nature and circumstances of the dispute.

5. Representation and Legal Advice

Parties may be represented by legal counsel but are not required to be represented by an attorney.

The arbitrator does not represent or advocate for any party and may not provide legal advice to any party. No attorney-client relationship or privilege is created between any party and the arbitrator.

6. Attendance and Participation

The parties agree to participate in the arbitration in good faith and to make reasonable efforts to attend scheduled proceedings.

Each party shall ensure that individuals with authority to resolve the dispute are available to participate when appropriate.

If a party fails to participate or appear, the arbitrator may proceed as permitted by applicable law and the procedures established for the arbitration.

7. Decision and Award

The arbitrator shall issue a written decision or award resolving the dispute.

The decision or award shall be final and binding on the parties, subject to any rights of review or challenge provided by applicable law.

The decision or award may be filed with a court as permitted by applicable law.

8. Confidentiality and Privacy

The arbitration proceeding is private but is not strictly confidential.

The parties understand that an arbitration decision or award may be filed with a court and that arbitration-related information may be disclosed when required by law or necessary to enforce, challenge, or otherwise address the arbitration award.

The parties and the arbitrator shall otherwise treat the arbitration proceeding and related information with appropriate discretion and professionalism.

9. Fees and Expenses

The parties agree to pay the fees and expenses associated with the arbitration in accordance with the LBA Mediation & Arbitration Program Overview and Guidelines.

The initial filing fee is \$1,150, which includes the LBA's \$200 non-refundable administrative fee and \$950 for up to three (3) hours of mediator/arbitrator services.

Unless otherwise agreed by the parties, fees and expenses shall be divided equally.

The parties understand that additional fees may apply if the arbitration requires more than the time included in the initial fee or if additional expenses are incurred.

10. No Guarantee

The parties understand that the LBA does not guarantee any particular outcome and that the LBA does not make any representations regarding the conduct, qualifications, or decisions of any party, mediator, or arbitrator beyond the requirements of the Program.

11. Release and Limitation of Liability

To the extent permitted by law, the parties agree that the LBA, its officers, directors, employees, agents, volunteers, and the arbitrator shall not be liable for any act or omission arising out of or relating to the arbitration or administration of the Program.

The parties agree not to name or call the arbitrator as a witness concerning the arbitration, except as required by applicable law.

12. Agreement to Program Guidelines

The parties acknowledge that they have received or reviewed the Lancaster Bar Association Mediation & Arbitration Program Overview and Guidelines and agree to comply with those Guidelines and the procedures established by the arbitrator.

ACKNOWLEDGMENT AND AGREEMENT

By signing below, the parties acknowledge that they have read and understand this Arbitration Agreement, have had an opportunity to consult with legal counsel, and voluntarily agree to submit their dispute to binding arbitration through the Lancaster Bar Association ADR Program.

PARTY 1

Name: _____

Signature: _____

Date: _____

PARTY 2

Name: _____

Signature: _____

Date: _____

Additional Party, if applicable

Name: _____

Signature: _____

Date: _____

Please return completed form to:
Lancaster Bar Association, 28 East Orange Street, Lancaster, PA 17602.