

ARBITRATION AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into pursuant to the laws of the State of Ohio, and the Rules of the American Arbitration Association (“AAA”) between _____ (“Wife”) and _____ (“Husband”), hereinafter referred to as the “Participants.”

PURPOSE OF ARBITRATION

The purpose of this Arbitration is to resolve all those controversies or claims arising out of or relating to the Participant’s family law issues. These issues shall be settled by arbitration administered by the American Arbitration Association (unless any other similar arbitration organization is mutually agreed by the parties in writing).

The arbitration panel shall consist of three arbitrators, chosen and operating pursuant to the AAA arbitration rules (or pursuant to the similar rules of the other mutually agreed arbitration organization). The parties agree that said arbitration shall be final and binding, and subject to non-confirmation only to the extent provided by law, including but not limited to R.C. Chapter 2711. Judgment on any award rendered by the Arbitrators shall be entered by a court of competent jurisdiction through a Dissolution of Marriage. In any arbitration proceedings, the parties hereto agree that the rights of discovery as afforded by the Ohio Rules of Civil Procedure shall be provided to the parties.

I. THE ARBITRATION PARTIES

A. Participants:

Husband: _____

Wife: _____

B. Arbitration Panel Members

Chair: _____

Member: _____

Member: _____

II. PROJECT / CONTRACT

The Arbitration herein, is being engaged to address the following issues with the parties:

INITIALS INITIALS **ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES**

INITIALS INITIALS **PROPERTY DIVISION (ASSETS AND LIABILITIES)**

INITIALS INITIALS **SPOUSAL SUPPORT**

INITIALS INITIALS **OTHER ISSUES, NAMELY:** _____

III. PURPOSE

The purpose of the Arbitration Panel is to consider, in an impartial fashion, the dispute referred to it, and to provide a written recommendation for the resolution of that dispute.

IV. SCOPE OF WORK

The Participants hereby proscribe the scope of this Arbitration, and the role of the Arbitration Panel as follows:

A. Pre Arbitration Discovery

B. Arbitration Discovery Disputes

C. Arbitration Hearing Procedure (presentation / formality / Evidence Rules / witnesses, etc.)

D. Other issues

V. PARTICIPANT'S RESPONSIBILITIES

- A. Each Participant agrees to fully disclose all income, property, and debts and to provide all documentation, such as financial statements, income tax returns, income statements, billing statements, expert reports or any other information relevant to the Arbitration. **Failure to fully disclose information or to obtain accurate valuations may jeopardize the parties' Arbitration schedule.**
- B. The Participants agree that no legal action of any kind will be taken by either of them during the course of the arbitration process except with the express agreement of the other Participant and the Arbitration Panel. Further, if either or both Participants have retained counsel prior to Arbitration, they shall be obligated to direct their attorneys that **no** legal action is to be taken on their case in court while the matter is in Arbitration. The legal counsel of either party may not discuss his or her client's position and status of the Arbitration Panel members without the opposing counsel present. The Code of Professional Responsibility shall apply to the conduct of all Participants and their counsel during the Arbitration process.
- C. To facilitate the Arbitration process, the Participants shall refrain from discussing the matters in Arbitration with friends, relatives or others. However, both Participants are encouraged to consult with legal counsel at any time and they may consult with mental health professionals or clergy, as they deem appropriate.
- D. During the Arbitration process, neither of the Participants shall transfer, encumber, conceal, sell or in any other way dispose of any tangible or intangible property or asset except as done in the ordinary and usual course of business or for the necessities of life. In addition, expenditures by either Participant, or their agent, outside regular monthly expenses, shall be fully disclosed **prior** to the expenditure.

VI. TIME FOR BEGINNING AND COMPLETING ARBITRATION

- A. The Arbitration Panel shall begin operation upon notice of appointment by the AAA and following execution of this Agreement and shall terminate its activities as of the date of thirty days beyond the date on which the Panel issues its recommendations regarding those disputes at issue, unless earlier terminated or dissolved by mutual agreement of the Participants.
- B. Except for choosing a third member by the first two members, the Panel members shall not begin work under the terms of this Agreement until authorized in writing by the AAA.

VII. PAYMENT

- A. Payment for services of the Panel members shall be at the rates provided in the Panel members' AAA biographical statements, or at rates agreed to by the parties and Panel prior to Panel member service.
- B. The first two members will be reimbursed for the time and expense associated with choosing the third member.
- C. Each Panel member may submit invoices to the AAA for payment for work completed not more often than once per month during the progress of work. Such invoices shall include a description of activities performed during that period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the Panel member. Satisfactorily submitted invoices shall be paid to the AAA, for disbursement to the Panel member, within 30 days.

VIII. TERMINATION OF AGREEMENT

- A. This agreement may be terminated by mutual agreement of the Participants at any time, but with no less than 28 days written notice to the Panel members and the AAA.
- B. Panel members may withdraw from the Panel by providing 28 days written notice to the AAA for transmittal to the Participants.

IX. IMMUNITY AND INDEMNIFICATION

- A. Each Panel member, in the performance of his or her duties on the Panel, is acting in the capacity of an independent contractor and not as an employee of either the Participants.
- B. The Participants expressly acknowledge that each Panel member is acting in a capacity intended to facilitate resolution of the Dispute. Accordingly, it is agreed and acknowledged that, to the fullest extent permitted by law, each Panel member and AAA shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for Disputes referred to the Panel.
- C. Each Panel member and AAA shall be held harmless for any personal or professional liability arising from or related to Panel activities. To the fullest extent permitted by law, the Participants shall indemnify all Panel members and AAA for claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage, or economic loss arising out of or related to Panel members carrying out Panel functions. The foregoing indemnity is a joint and several obligation.

X. DISPUTES REGARDING THIS AGREEMENT

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Both Participants hereby acknowledge that they have been provided a copy of this Arbitration Agreement and understand all those rights and responsibilities incorporated herein. In addition, both Participants and the Arbitration hereby agree to follow the terms and spirit of this Arbitration Agreement as hereinabove discussed along with following all such rules and regulations as prescribed by the American Arbitration Association.

APPROVED AND ACCEPTED BY:

PARTICIPANT-WIFE

PARTICIPANT-HUSBAND

ARBITRATION PANEL CHAIRPERSON

ARBITRATION PANEL MEMBER

ARBITRATION PANEL MEMBER