ARBITRATION AGREEMENT

This Arbitration Agreement (this "Agreement") is made and takes effect on _____ (the "Effective Date").

First Party (for example the business, employer or landlord): _____, mailing address _____.

Second Party (for example the customer, employee or tenant): _____, mailing address _____.

PLEASE READ THIS AGREEMENT CAREFULLY. IT REQUIRES THE PARTIES TO RESOLVE COVERED DISPUTES BY FINAL AND BINDING ARBITRATION INSTEAD OF IN COURT, AND EACH PARTY GIVES UP THE RIGHT TO HAVE A JUDGE OR JURY DECIDE THOSE DISPUTES.

1. BACKGROUND

The Parties have a relationship involving _____ (the "Relationship"). If this Agreement adds arbitration to an existing contract, that contract is _____ dated _____ (the "Contract"), and this Agreement is an addendum to it.

Each Party's promise to arbitrate is given in exchange for the other Party's promise to do the same.

2. AGREEMENT TO ARBITRATE

Except as stated under Claims Not Covered, the Parties will resolve by final and binding arbitration any dispute, claim or controversy between them that arises out of or relates to the Relationship or the Contract, whether based on contract, tort, statute or any other legal theory (each, a "Covered Claim"). This Agreement binds both Parties equally.

3. CLAIMS NOT COVERED

Under 9 U.S.C. §§ 401 and 402, a person who alleges a sexual harassment dispute or a sexual assault dispute may choose to bring that case in court instead of arbitration, and a court decides whether that rule applies.

Either Party may bring an individual claim in small claims court if it qualifies there, and may ask a court for temporary relief to preserve the status quo until an arbitrator can decide the dispute.

4. STARTING A CLAIM

A Party with a Covered Claim will first send the other Party written notice of the claim and the relief requested. The Parties will try in good faith to resolve it for 30 days before either starts arbitration.

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5. PROVIDER, RULES AND ARBITRATOR

The arbitration will be administered by _____ under its _____ rules in effect when the demand is filed (the "Rules"). It will be heard by (check one) [ ] one [ ] three neutral arbitrator(s), appointed under the Rules if the Parties do not agree on the arbitrator within 30 days. If no provider is named or the provider cannot act, a court may appoint the arbitrator under 9 U.S.C. § 5.

Any in-person hearing will be held in _____ County, State of _____. The arbitrator will decide what exchange of documents and other information is appropriate, will apply the law that would apply in court, and will issue a written award with reasons. Judgment on the award may be entered in a state or federal court located in _____ County, or any other court with jurisdiction.

6. COSTS AND FEES

Filing, administrative and hearing fees and the arbitrator's compensation will be paid (check one): [ ] by the First Party [ ] as the Rules provide [ ] equally. In a consumer, employment or tenant agreement, the Second Party will not have to pay any type of arbitration cost it would not have had to pay in court.

Each Party pays its own attorney fees, except where a statute or the Rules allow the arbitrator to award them.

7. CLASS ACTION WAIVER (OPTIONAL; INITIAL TO INCLUDE)

____ / ____ TO THE FULLEST EXTENT THE LAW ALLOWS, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

8. WAIVER OF JURY TRIAL

EACH PARTY UNDERSTANDS THAT BY SIGNING THIS AGREEMENT IT GIVES UP THE RIGHT TO HAVE A JUDGE OR A JURY DECIDE ANY COVERED CLAIM. COVERED CLAIMS WILL BE DECIDED BY AN ARBITRATOR, AND A COURT'S REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED.

9. RIGHT TO OPT OUT (OPTIONAL)

The Second Party may reject this Agreement by sending the First Party a signed written notice within _____ days after signing it. If the Second Party opts out in time, this Agreement has no effect and nothing else in the Relationship changes.

10. GOVERNING LAW AND GENERAL TERMS

This Agreement involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. § 1 and following. If a court decides the Act does not apply, the arbitration law of the State of _____ applies, and the Parties still agree to arbitrate. Otherwise the laws of that state govern this Agreement.

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This Agreement survives the end of the Relationship. It can be changed only in a writing signed by both Parties. If any part is unenforceable, the rest stays in effect. It may be signed in counterparts and electronically. Each Party has read it, has had the chance to consult a lawyer, and signs voluntarily.

Additional terms: _____

Note: an employee whose work is transporting goods or people across state lines may fall within the 9 U.S.C. § 1 exemption from the Federal Arbitration Act, and some states set their own rules for consumer and employment arbitration fees. Check the rules before you sign.

SIGNATURES

First Party

Signature: _____ Date: _____

Printed Name: _____

Second Party

Signature: _____ Date: _____

Printed Name: _____

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