

## **Standard Arbitration Rules**

### **Agreement of Parties**

The following Standard Arbitration Rules shall apply whenever parties sign a document that states they will abide by them. Parties may modify any provision, in writing, by mutual agreement. Agreements sent to parties must be signed and received by Resolute Systems, LLC (Resolute) within seven days of the date sent or Resolute will have the right to cancel the agreement. These rules and any amendment hereto shall bind the parties except for any such provision that may be inconsistent with applicable law or when modified in writing by the parties.

### **Arbitration Fees**

Each party to the Arbitration shall be invoiced in accordance to The Resolute Systems fee schedule provided to the parties. Required deposits must be received by Resolute Systems at least 14 days prior to the scheduled hearing or the hearing may be cancelled or postponed until such deposit is received.

### **Selection of Arbitrator**

Unless applicable law or the agreement of the parties provides otherwise, the dispute shall be decided by one arbitrator. Resolute will submit a Panel of Distinguished Neutrals from which each party shall have the right to find a mutually acceptable arbitrator. Resolute will facilitate the appointment of the arbitrator from the names chosen by the parties. If the parties fail to agree on any of the persons named, or if acceptable arbitrator(s) are unable to act, or if for any other reason the selection cannot be made from the submitted lists, parties may request that Resolute appoint the arbitrator from among members of the Panel of Distinguished Neutrals.

### **Qualifications of Arbitrator**

No person shall serve as an arbitrator in any case in which that person has any financial or personal interest. The arbitrator shall disclose any circumstances likely to create a presumption of bias that might disqualify her/him as an impartial arbitrator. If for any reason an appointed arbitrator should be unable to perform the duties of the office, parties must mutually agree on a replacement from among those names remaining on the list(s) submitted to the parties. If an appointment cannot be made from the list(s), parties may request that Resolute appoint a replacement from among those names remaining on the list(s) submitted to the parties.

### **Hearing Date, Time and Location**

The parties shall mutually agree upon the date, time and place for each hearing. Resolute shall email, mail and/or fax to each party notice thereof, unless the parties by mutual agreement waive such notice or modify the terms thereof. Hearings may be rescheduled by mutual agreement of the parties. In such an event, the rescheduled date, time and place will be confirmed to all parties by Resolute via mail and/or fax. All terms, rules, and conditions of the signed Arbitration Agreement shall remain in full effect.

### **Representation**

Any party may be represented by counsel or other authorized representative.

### **Stenographic Record**

Any party wishing a stenographic record shall make arrangements directly with a stenographer and shall notify the other party, in writing, of such arrangements in advance of the hearing. The requesting party or parties shall pay the cost of the record if such transcript is agreed by the parties to be, or determined by the arbitrator to be, the official record of the proceeding, it must be made available to the arbitrator and to the other party for

inspection at a time and place determined by the arbitrator.

#### **Interpreters**

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of such service.

#### **Postponements, cancellation or settlement prior to hearing**

The arbitrator may, for good cause, postpone the hearing upon the request of a party or upon the arbitrator's own initiative. The arbitrator shall grant such postponement when all of the parties agree thereto. Any party requesting the postponement shall pay a processing fee to Resolute according to the terms of their fee schedule.

#### **Oaths**

Before proceeding with the arbitration phase of the hearing (if necessary), the arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if required by law or requested by either party, shall do so.

#### **Arbitration in the Absence of a Party or Counsel**

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or counsel whom, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of party. The arbitrator shall require the party who is present to submit such evidence as is deemed necessary for the making of an award.

#### **Arbitration Hearing**

The hearing may be conducted by the arbitrator in manner that permits a fair presentation of the case by the parties.

#### **Evidence**

The arbitrator shall be the judge of the relevance and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. Parties may submit expert reports, affidavits, medical records, financial statements, tax returns, witness statements, and other documents and reports in lieu of calling live witnesses to testify at the hearing. The parties are permitted to call live witnesses. Parties agree to submit all exhibits, documentation, and lists of witnesses to be used in the arbitration directly to the arbitrator, and to the opposing party. The exhibits, documentation and witness lists must be postmarked (if sent by mail), delivered to a courier (if sent by messenger or overnight delivery), or transmitted (if sent by email or facsimile) no later than the submission date established in the arbitration agreement signed by all parties. Pursuant to State Statutes, deadlines are subject to arbitrator's rights.

The parties agree that Police Reports may not be submitted as evidence in this proceeding.

#### **Disclosure of Maximum and or Minimum Limits**

Should parties agree to maximum and or minimum limits, they shall not be revealed to the arbitrator. Any party disclosing the maximum or minimum award limits to the presiding arbitrator, either through pre-conference document submission or at the hearing itself, will incur the entire cost of that conference and all applicable cancellation or rescheduling fees. The arbitrator shall have the right to void the hearing if such limits are disclosed.

#### **Closing of Hearing**

The arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard in accordance with the Arbitration Agreement. The arbitrator shall declare the hearing closed upon determination that there are no further presentations.

**Arbitration Award**

The arbitration award shall be in writing and shall be signed by the arbitrator. The arbitrator shall render the award promptly and, unless otherwise agreed by the parties or specified by law, no later than fourteen days from the date of closing the hearing, or, if oral hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator.

**Waiver of Procedures**

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state objection thereto in writing shall be deemed to have waived the right to object.

**Extensions of Time**

The parties may modify any period of time by mutual written agreement. Resolute may for good cause extend any period of time for making the award. Resolute shall notify the parties of any such extension and its reason therefore.

**Serving of Notice**

(a) Each party shall be deemed to have consented that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules, for any court action in connection therewith; or for the entry of judgment on any award made under these rules may be served upon such party by mail addressed to such party or its attorney at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard thereto has been granted to such party. (b) To facilitate communication between the parties and Resolute, the parties agree that communications received from each other or Resolute via facsimile machine, telex, telegram, or other written forms of electronic communication are valid and proper notice under these rules. (c) Parties agree that the arbitration agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument and facsimile copies of signatures are as valid and enforceable as original signatures.

**Scope of Award**

The parties agree that any decision rendered by the arbitrator is conclusive only as to the matters being adjudicated in said arbitration, pertaining to the parties present. The decision of the arbitrator is not res judicata nor will it have collateral estoppel effect as to the same or similar issues in companion claims or actions arising out of the incident, which is the subject of said arbitration.

**Award upon Settlement**

If the parties settle their dispute during the course of the mediation phase, the arbitrator may, upon their request, set forth the terms of the agreed settlement in an award.

**Delivery of Award to Parties**

Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail addressed to such party or its attorney at the last known address, personal service of the award, or the filing of the award in any other manner that may be permitted by law.

**Applications to Court and Exclusions of Liability**

(a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate. (b) Neither Resolute nor any arbitrator in a proceeding under these rules is a necessary party in judicial proceedings relating to the arbitration or mediation. (c) Parties to these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof. (d) Neither Resolute nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these rules.

**Interpretation and Application of Rules**

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties.