



AGREEMENT TO ARBITRATE

CAPTION: _____

The undersigned parties agree to Arbitrate the dispute described below according to the Arbitration Rules (Rules) attached as Addendum A. Following is a description of the dispute, including a statement of any amounts of damages or other relief sought. All matters involved in the dispute shall be arbitrated unless otherwise agreed. An attorney representing a party may sign the Agreement to Arbitrate on behalf of the party. Any modifications to the Agreement to Arbitrate and the Rules may be made below.

Description of Dispute:

The Arbitrator: The parties agree that _____ shall serve as the Arbitrator.

Parties to Arbitration:

Full Name of Party (please print)

Full Name of Party (please print)

Full Name of Authorized Signer for Party (please print)

Full Name of Authorized Signer for Party (please print)

Signature Date

Signature Date

Full Name of Party (please print)

Full Name of Party (please print)

Full Name of Authorized Signer for Party (please print)

Full Name of Authorized Signer for Party (please print)

Signature Date

Signature Date

Modifications: Any modifications shall be initialed by each party or the party's attorney:

ADDENDUM A

ADR MARYLAND ARBITRATION RULES

1. Definition of Arbitration
Arbitration is a process by which a third party neutral (Arbitrator) decides the outcome of a case based on the facts presented and the governing law.
2. Role of Arbitrator
The Arbitrator occupies the role of a neutral. By providing arbitration services, the Arbitrator does not engage in the practice of law.
3. Determination of Date, Time and Place
The parties determine the date, time and place (specific office) for the arbitration hearing, subject to the availability of the Arbitrator. Absent agreement of the parties, the Arbitrator will determine these matters.
4. Fees
The parties agree to compensate the Arbitrator for his or her services in accordance with the terms of the Arbitrator's engagement letter. Unless otherwise agreed, the parties will share equally the costs of the arbitration. The Arbitrator may require a retainer, which if required will be specified in the Arbitrator's engagement letter.
5. Communications with Arbitrator
No private communications with the Arbitrator shall be allowed. All written communications with the Arbitrator shall be sent by a party or their counsel to all other parties, or their counsel. All other communications with the Arbitrator shall include all parties, or their counsel.
6. Pre-hearing telephone conference
The Arbitrator will schedule a pre-hearing telephone conference as soon as is reasonable and shall include all parties or their counsel. The executed Agreement to Arbitrate shall be provided to the Arbitrator prior to the pre-hearing conference. The agenda may include the following:
 1. Scheduling.
 2. Addressing any logistical matters.
 3. The substantive issues.
 4. The hearing format and structure.
 5. Any other matters that relate to the arbitration.All matters addressed will be resolved by agreement of the parties or their counsel; and if not, then by the discretion of the Arbitrator.
7. Discovery
No discovery will be allowed except by the agreement of the parties or as permitted by the Arbitrator pursuant to Section 3-218 of the Maryland Uniform Arbitration Act. Any party that seeks to introduce evidence from an expert witness who has not been deposed shall provide all other parties a written summary of the proposed testimony reasonably in advance of the arbitration hearing.

8. Rules of Evidence
Unless the parties agree otherwise, the technical rules of evidence shall not apply to the arbitration proceedings.
9. Recording the Hearing
Any party may at its own expense procure appropriate services to record the proceedings of the hearing. Notice of a party's intention to record the proceedings shall be provided to the Arbitrator and the other parties.
10. The Award
The Arbitrator shall provide a written Award promptly after the conclusion of the hearing. The award shall be based on the governing law as applied to the facts. The Award of the Arbitrator shall be binding upon the parties without any right of appeal, except as may be allowed by governing law.
11. Enforcement of the Award
Judgment may be entered on the Award rendered in this case, and such judgment may be enforced pursuant to post-judgment proceedings available under governing law.
12. Statute of Limitations
All applicable statutes of limitations shall be tolled for the purposes of the arbitration no later than the day that the execution of this Agreement to Arbitrate is completed.
13. Waiver of Liability
The Arbitrator is a member of ADR Services of Maryland, Inc. t/a ADR Maryland. The parties agree that the Arbitrator and ADR Services of Maryland, Inc., including its directors, officers, employees and members, shall not be liable to the parties for any act or omission relating to the arbitration, nor shall any of them be subject to subpoena or other process in any proceedings relating to this arbitration.
14. Modification of Rules
These Rules may be modified by written agreement of the parties to the dispute.
15. Interpretation of Rules
The Arbitrator will make any necessary interpretation of these Rules.