



**ARBITRATION AGREEMENT**

**CASE: INSERT NAME OF CASE AND DOCKET NUMBER**

The parties in the above matter have voluntarily submitted their dispute to binding arbitration. The Arbitrator will not advise either party respecting the governing law, or their legal positions. The Arbitrator's function will be to hear and decided the matter based on the facts presented during the hearing. The parties have selected JOHN F. GELSON, ESQ., OF NJ MEDIATOR RESOLUTION SERVICES, LLC to arbitrate the matter, in accordance with the following terms:

1. Fees shall be paid in accordance with the NJ Mediator Resolution Services Arbitration Fee Schedule which is attached hereto and made a part hereof.
2. The arbitration proceeding shall not be transcribed, unless the parties agree otherwise. If the parties decide to transcribe or record, they will make the necessary arrangements to have a court reporter or recording equipment available for the hearing.
3. The Arbitrator shall have the discretion to relax the Rules of Evidence during the proceedings, unless the parties stipulate in writing, that reception of all testimony and exhibits shall be subject to the New Jersey Rules of Evidence.



4. All parties to the arbitration, with or without counsel, shall have a right to be heard, to present evidence material to the controversy, and to cross-examine witnesses appearing at the hearing.
5. The Arbitrator shall have the power to issue subpoenas and to order depositions or other discovery in accordance with N.J.S.A. 2A:23B-17.
6. The Arbitrator shall have the power to order equitable remedies, if appropriate, unless the parties agree otherwise in writing.
7. The Arbitrator reserves the right to request that the parties submit proposed findings of fact and conclusions of law upon the completion of the hearing.
8. Unless waived by the parties in writing, the Arbitrator shall render a written opinion incorporating his findings and conclusions of law in support of the award.
9. The Arbitrator shall render his opinion no later than thirty (30) days from the hearings and introduction of evidence has ended. However, the parties may agree in writing to extend the thirty (30) day period.
10. The parties agree to be bound by faxed signatures.



11. This agreement shall be null and void in the event counsel do not sign and return a copy of this agreement to the undersigned arbitrator within ten days after the undersigned arbitrator signed this agreement.

12. This agreement shall be subject to the Arbitration Act, L. 2003 c. 95 (N.J.S.A. 2A:23B-1 to -32).

13. The Parties hereto agree that the services provided by the Arbitrator fall within those services protected by the Litigation Privilege (Hawkins v. Harris, 141 NJ 207, 213 (1995), citing, Erickson v. Marsh & McLennan Co., Inc., 117 NJ 539, 563 (1990)). Notwithstanding the application of the Litigation Privilege, in the event it is determined that there is any liability attributable to the Arbitrator, arising from the services provided herein, it is hereby agreed that the liability of the Arbitrator is limited to the lesser of \$50,000.00 or the total fees collected by the Arbitrator.

14. In the event any party to this agreement asserts a claim against the arbitrator named herein, the party asserting a claim against the arbitrator named herein and the arbitrator named herein agree that the dispute shall be referred to mediation. The mediator shall be selected by mutual agreement of the party asserting the claim and the arbitrator named herein. If the parties are unable to agree, the Assignment Judge of Ocean County, New Jersey shall select the mediator. In the event the





Assignment Judge of Ocean County, New Jersey is unable or unwilling to select the mediator, the Assignment Judge of Monmouth County, New Jersey shall select the mediator. The cost of the mediation shall be born equally by the party asserting a claim against the arbitrator named herein and the arbitrator named herein.

15. In the event mediation of the claim described in the preceding paragraph is not successful, the party asserting a claim against the arbitrator named herein and the arbitrator mediator named herein agree that the dispute shall be referred to binding arbitration. The arbitrator shall be selected by mutual agreement of the party asserting the claim and the arbitrator named herein. If the parties are unable to agree, the Assignment Judge of Ocean County, New Jersey shall select the arbitrator. In the event the Assignment Judge of Ocean County, New Jersey is unable or unwilling to select the arbitrator, the Assignment Judge of Monmouth County, New Jersey shall select the arbitrator. The arbitrator's decision shall be final and binding. The party asserting a claim against the arbitrator named herein and the arbitrator named herein waive the right to appeal the decision of the arbitrator.



**JOHN F. GELSON, ESQ.**  
**ARBITRATOR**

16. The parties agree and acknowledge that the Arbitrator shall destroy all the Arbitrator's notes and documents submitted by the parties upon the completion of the Arbitrator's decision.

Dated:

\_\_\_\_\_  
Atty. for Pltf:

Dated:

\_\_\_\_\_  
Atty. for Deft:

Dated:

\_\_\_\_\_  
**JOHN F. GELSON, ESQ., FOR**  
**NJ MEDIATOR RESOLUTION SERVICES, LLC**