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AGREEMENT FOR BINDING ARBITRATION

Case #:

Parties :

The undersigned parties agree to submit the above-referenced matter to binding arbitration, commencing, _____ and agree that Edward W. McIntyre shall serve as the arbitrator. In so doing, the undersigned acknowledge that the Arbitration Rules of Edward W. McIntyre & the Commonwealth of Massachusetts shall govern all matters related to this arbitration and are incorporated herein by reference.

The parties further agree that:

1. The fee for the arbitration of this matter is \$ 525.00 per party for three hours of neutral time. Neutral time includes review of exhibits, taking of testimony and writing a decision. The parties are encouraged to submit and exchange Pre-Arbitration Memorandum, not to exceed 10 pages, submitted not later than 10 days before the scheduled arbitration is to commence. There is no arbitrator's fee for the review of Pre-Arbitration Memoranda. That fee shall be paid in full to Edward W. McIntyre before any arbitration decision is released to the parties.
2. The admissibility of evidence and the weight given to any particular evidence shall be within the sole discretion of the arbitrator.
3. The arbitrator shall conduct the hearing consistent with applicable law, and be guided, but not bound by, rules of evidence in effect in the Commonwealth of Massachusetts.
4. After the close of hearing(s), the arbitrator, after reviewing all the evidence and considering all the testimony, shall issue a written award. The award shall be in the form of a _____ Gross Award _____ Net Award. In the case of a Net Award, such an award shall reflect all applicable offsets.
5. Any award shall be subject to any "High/Low" parameters agreed to in writing by the parties and any applicable insurance policy limits.
6. The award shall not include any pre-judgment interest or costs unless specifically agreed to in writing by the parties.
7. Edward W. McIntyre shall not be liable to the undersigned for any act or omission in connection with the arbitration of this matter, or in connection with the decision rendered in this matter.
8. The arbitrator's work product, including notes, case files and any other materials pertaining to the arbitration are confidential and shall not be subject to disclosure in any legal or administrative matter or setting.

_____, Esq.
Counsel for Claimant

_____, Esq.
Counsel for Respondent

Executed on this date:

_____, 20