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## Arbitration Agreement

*State of Alabama*

This Arbitration Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of \_\_\_\_\_ by and between the following parties: \_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_  
Email: \_\_\_\_\_

and \_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_  
Email: \_\_\_\_\_

The Parties may be referred to individually as "Party" and collectively as the "Parties."

### *RECITALS:*

*WHEREAS, the Parties are entering into a legal relationship with each other, described more fully below;*

*WHEREAS, the Parties wish to resolve any disputes between them out of the court system and through binding arbitration;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

### **Article 1 - LEGAL RELATIONSHIP:**

The Parties are entering into a legal relationship, the nature of which is as follows:

\_\_\_\_\_

A contract evidencing this legal relationship is attached. The contract is entitled:

\_\_\_\_\_.

## **Article 2 - ARBITRATION:**

In case of a dispute between the Parties relating to or arising out of the legal relationship of the Parties as described above, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration.

## **Article 3 - PROCEDURE:**

The arbitration shall be conducted in the following county: \_\_\_\_\_. Each Party shall pay their own costs and fees of the arbitration and will split the cost of the arbitrator, unless the Parties' relationship is through employment, in which case employer shall pay the costs and fees of the arbitration. The Parties waive any rights they may have to a jury trial in regard to arbitral claims. The arbitration shall be conducted in full and completed no later than 90 days from the date an arbitrator is appointed.

## **Article 4 - ARBITRATOR:**

The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the terms of the legal relationship (such as if evidenced through written contract), award punitive damages, or certify a class. If the Parties cannot agree on choice of an arbitrator within 21 days after commencement of an arbitration proceeding, the arbitrator will be chosen by the American Arbitration Association. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Alabama.

## **Article 5 -**

## **Article 6 -**

***EXECUTION:***

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_