

NCAB Agreement to Arbitrate

We, the undersigned, agree to submit the following matter to arbitration with the North Carolina Association Bureau ("NCAB") who is hereinafter referred to as the Administrator:

NATURE OF THE CONTROVERSY

(Attach additional pages if more space is needed)

We have been provided and have read the *NCAB Arbitration Rules*, which are incorporated into this Agreement by reference and which we agree to follow. Subject to the provisions of the *NCAB Arbitration Rules* ("*Rules*"), we acknowledge and agree that:

1. The arbitration will be conducted as provided in the *Rules* and will be administered by NCAB or an independent contractor designated by NCAB.
2. The arbitrator will be selected and appointed by the Administrator, and that decision is final.
3. The fee for the arbitration is \$1500.00 which includes compensation for the administration of the case and the services of the arbitrator. Checks totaling that amount are submitted with this signed agreement. We have shared the cost of the fee as required in Rule 4. We understand that the arbitration fee is not refundable, in whole or in part.
4. The issues for arbitration will be established as provided in the *Rules*. Specifically, the issues we agree will be submitted to arbitration are set forth below in Exhibit A. The final list of issues to be determined in arbitration as well as the claims and remedies sought by the parties will be identified during the Preliminary Hearing.
5. We will abide by and perform any award rendered by the Arbitrator and we agree that any award may be entered and enforced as a judgment in any court of competent jurisdiction. We further acknowledge and agree that arbitration will be the exclusive remedy for the issues we identify and submit to the arbitrator and that we may not later litigate these matters in civil court.
6. Neither the Administrator nor the Arbitrator, including any who happen to be attorneys, will provide any party with the kind of legal advice or representation we would receive from a privately retained attorney. Furthermore, no Arbitrator, regardless of training or expertise, will be expected to provide any of us with the kind of advice or services that we would receive from an independent professional.
7. We agree that any dispute with the Administrator or with the Arbitrator arising out of or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the American Arbitration Association's Commercial Rules/Expedited Procedures. If we are unable to agree on an administrator for the arbitration or arbitration, administration of the process will be by American Arbitration Association., or its designee. Judgment enforcing an arbitration award may be entered in any court otherwise having jurisdiction.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

Party 1 Information		
Name:		Fee Paid:
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Signature – Please provide your signature by typing your name in this space. /s/		Date:
Party 2 Information		
Name:		Fee Paid:
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Signature – Please provide your signature by typing your name in this space. /s/		Date:
Party 3 Information		
Name:		Fee Paid:
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Signature – Please provide your signature by typing your name in this space. /s/		Date:
Party 4 Information		
Name:		Fee Paid:
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Signature – Please provide your signature by typing your name in this space. /s/		Date:

EXHIBIT A “INITIAL LIST OF ISSUES AND CLAIMS” FOLLOWS

EXHIBIT A
Initial List of Issues and Claims

**Return completed/signed Agreement with checks for
Arbitration Fee to:**

**NCAB Arbitration Administration
c/o 301 S. McDowell Street, Suite 410
Charlotte, NC 28204**