

**NATIONAL ARBITRATION & MEDIATION, INC. (NAM)**990 Stewart Ave., First Floor, Garden City, NY 11530  
Phone: (516) 794-8950 Fax: (516) 704-2667**DISPUTE RESOLUTION AGREEMENT**

NAM ID: \_\_\_\_\_

CASE: \_\_\_\_\_ VS. \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

CLAIMANT: \_\_\_\_\_  
CONTACT: \_\_\_\_\_RESPONDENT: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

TEL: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ FAX: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

TEL: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ FAX: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CLAIM/FILE #: \_\_\_\_\_

CLAIM/FILE #: \_\_\_\_\_

ADR PROCESS: ARBITRATION MEDIATION OTHER

AT ISSUE: LIABILITY DAMAGES BOTH OTHER

DATE OF LOSS: (if applicable) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

HI/LOW PARAMETERS: YES NO

IF OTHER, PLEASE PROVIDE A BRIEF DESCRIPTION OF THE ISSUE(S) TO BE RESOLVED: \_\_\_\_\_

(Parameters are negotiated by the parties, and are not to be discussed with the designated Hearing Officer, before, during or after the hearing)

**TERMS:** The parties hereby agree to submit this dispute to National Arbitration and Mediation (NAM), as subject to NAM's Standard Rules of Procedure and the Fee Schedule which is in effect at the time the case is agreed to (which are hereby incorporated by reference) and the following terms and conditions: (i) settlement offers will not be admissible in any public adjudication; (ii) in the case of mediation, that the Hearing Officer will not be called as a witness in any subsequent litigation; (iii) in the case of arbitration, that the parties will be bound by the Hearing Officer's decision (subject to any high-low limitations agreed upon by the parties); (iv) in the case of arbitration, any and all pending litigation arising from this action shall be discontinued with prejudice upon the determination of this matter; (v) any award rendered or settlement reached is conclusive only as to the matters being adjudicated in this conference pertaining to the parties present. The award/settlement in this conference is not res judicata nor will it have collateral estoppel effect as to the same or similar issues in companion claims or actions arising out of the incident which is the subject of this conference, except to the extent mandated by applicable laws. (vi) Counsel or a party's representative accepts responsibility for payment of all NAM fees pertaining to this matter regardless of the outcome of this case. (vii) Each party hereby agrees to waive any claim or cause of action against NAM and to release NAM from any and all liability, including but not limited to, any liability arising from or relating to any act or omission on the part of any Hearing Officer retained by NAM; (viii) Each party hereby agrees to waive any claim or cause of action against the Hearing Officer(s) and to release the Hearing Officer(s) from any and all liability; (ix) Neither NAM, nor its Officers, Directors, employees, representatives or Arbitrator[s] is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding. At least ten (10) days prior to the hearing, together with the pre-hearing memorandum, each party shall send to all other parties a list of documents to be submitted and witnesses to be presented at the time of the hearing, together with a copy of any listed document not previously provided. Any document not sent in accordance with NAM. R.P.4 or any witness not so identified, except those required in rebuttal to any claim or defense, may be excluded at the time of hearing.

The administrative fee is inclusive of one hour of Hearing Officer Time.\* Hearing Officer Time shall be defined as, but not limited to, all case review time, study, research, decision preparation time, telephone or verbal conference time, as well as actual hearing/conference time. This fee is agreed upon and payable to NAM. For instances in which the Hearing Officer Time reserved for the case and/or expended by the Hearing Officer (in any combination) is in excess of one hour, each party will be billed at the rate of \$280 per hour\* for any additional Hearing Officer Time. Moreover, if a hearing/conference is continued, the parties will be charged a minimum of one hour of Hearing Officer Time for each time a hearing/conference is held. Any arbitration or mediation adjourned with at least 7 business days notice to NAM will be billable at \$225 to the adjourning party. Any arbitration or mediation adjourned without 7 business days notice to NAM, but prior to the date of the hearing, will be billable at \$330 to the adjourning party. Any arbitration or mediation adjourned or cancelled on the day of the hearing will be billable to the adjourning/cancelling party at the full administrative fee plus a charge for the amount of time reserved for that date.\* In the event the parties have agreed to an ADR proceeding and the case settles or is cancelled, whether or not such proceeding has been scheduled, each party will be billed \$225.\* In the event a case settles on the hearing/conference date, the parties will be responsible for payment of the full administrative fee plus a charge for the amount of time reserved for that date.\* For cases that cannot be finalized in the time reserved by the parties to arbitrate or mediate their matter and, as such, must be continued in a subsequent session, a rescheduling fee of \$110 per party shall apply. Rescheduling fees are only incurred on sessions that are not reserved in advance of the initial mediation or arbitration. Administrative fees, advance hearing time reserved and rescheduling fees for continued hearings are due two weeks prior to the hearing date. If a case is scheduled less than two weeks before the hearing date, the fees are due upon receipt of the invoice but in no event later than the hearing date. Fees for adjournments, cancellations, settlements, and Hearing Officer Time are due within 10 days of invoice date. NAM may elect not to commence administration of the claim or not to allow the hearing/conference to proceed until all outstanding fees are paid. Interest will be charged at a rate of 1.5% per month on balances more than 30 days past due. Any questions or concerns regarding invoices should be brought to NAM's attention within 30 days of the receipt of the invoice. Any comments received after 30 days cannot be considered. All fees will automatically increase by 2.75% annually as of July 1 of each year.

**\* Notwithstanding the foregoing, a Special Rate structure applies to certain Hearing Officers designated as such on NAM's Hearing Officer Roster(s). The applicable rates and minimum hourly requirements are more fully set forth in NAM's Fee Schedule and NAM's Hearing Officer Roster(s), which are hereby incorporated by reference.**

**AGREED AND ACCEPTED. THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS.  
PLEASE SIGN AND PRINT YOUR NAME AND RETURN ALL PAGES TO NAM.**

\_\_\_\_\_  
CLAIMANT by: (signature)\_\_\_\_\_  
RESPONDENT by: (signature)\_\_\_\_\_  
(print name)\_\_\_\_\_  
(print name)