U-Haul Arbitration Agreement ("Agreement")

PLEASE READ CAREFULLY. THIS MANDATORY AGREEMENT AFFECTS YOUR RIGHTS. BY ENGAGING IN A "TRANSACTION," "YOU" AND "U-HAUL" VOLUNTARILY AND KNOWINGLY ENTER INTO THIS AGREEMENT WHICH WAIVES YOUR RIGHT TO SUE AND BRING CLAIMS IN COURT, OTHER THAN AS STATED BELOW, OR HAVE A JURY RESOLVE ANY DISPUTE:

1. Except as expressly provided in this Agreement, "Claims" shall not be pursued in court (except "Small Claims" as defined below), but shall be decided by binding arbitration administered by either the National Arbitration and Mediation ("NAM") in accordance with its NAM Comprehensive Dispute Resolution Rules and Procedures and Supplemental Rules for Mass Arbitrations (https://www.namadr.com/resources/rules-fees-forms/) or the American Arbitration Association ("AAA") in accordance with its AAA Consumer Arbitration Rules (http://www.adr.org/consumer), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

2. For purposes of this Agreement, the following definitions shall apply:

a. "**Claims**" is broadly interpreted to include any dispute, complaint, controversy, or cause of action arising out of or relating to your relationship with U-Haul or any prior, current or future Transaction with U-Haul. All claims, including assigned claims, brought under any legal theory, whether at law or in equity, are covered by this Agreement and shall include, but not be limited to, all statutory and tort claims, that may be asserted.

b. "**Equipment**" means any truck, vehicle, trailer, tow dolly, U-Box container, retail purchase, or physical item related to your Transaction.

c. "**Rental Company**" means the business entity that is responsible for the display, rental, sales, maintenance, and repair of Equipment and policy programs and procedures in a particular geographic area.

d. "**Small Claims**" means a lawsuit filed in a local court that has jurisdiction to decide cases involving relatively small amounts of money damages.

e. "**Transaction**" means the commencement, completion, or fulfillment of: A) a request or reservation to rent, use or purchase Equipment or to receive services; B) the use or review of the content of any U-Haul website; or C) any entry onto any U-Haul or U-Haul agent's property.

f. "**U-Haul**" means all subsidiaries, related companies, insurers, parents, agents, affiliates, and/or independent dealers of the Rental Company, and each of their respective officers, directors, shareholders, managers, employees and other representatives who had anything to do with Your Transaction.

g. "**You**" means the person who engaged in a Transaction and (as applicable) Your respective subsidiaries, affiliates, agents, Authorized Driver(s) as defined in the U-Haul rental agreement, employees, persons related to You, and Your beneficiaries, estate, spouse, domestic partner, heirs, assigns and other successors-in-interest, as well as all authorized or unauthorized users of the Equipment. "Your" refers to "You."

3. U-Haul and You agree that a U-Haul Transaction affects interstate commerce and that this Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. ch. 1, et. seq.

4. You acknowledge and agree that You have voluntarily chosen to engage in a Transaction with U-Haul rather than a competitor who may offer comparable goods and services but may not require binding arbitration. Arbitration is less formal than court; uses a neutral arbitrator instead of a judge or jury; allows limited discovery; and is subject to limited judicial review. The decision of an arbitrator may be entered and enforced as a final judgment in a court of competent jurisdiction.

5. Claims may only be brought in an individual capacity and in the name of an individual or entity, and may not be joined or consolidated with the Claims of any third party unless they arise from the same Transaction, nor may any Claims, including assigned Claims, be pursued in court. Claims must proceed on an individual and non-class and non-representative basis. No Claim may be pursued as a class or other collective action. No Claims may be brought in a representative action such as a private attorney general action, or other representative basis. The Arbitrator shall have authority to issue any relief that a court of competent jurisdiction could have awarded only to You or U-Haul individually on a non-class and non-representative basis. If any part of this paragraph 5 is deemed unenforceable as to all or part of a dispute, then the entirety of this Arbitration Agreement shall be null and void as to that dispute or part of the dispute, and therefore that claim must proceed in a court of competent jurisdiction.

6. If this Agreement conflicts with any arbitration provision in the Rental Contract Addendum/Document Holder or any other prior arbitration provision presented to You at the time of the Transaction, this Agreement contains the most recent reiteration of the Agreement and therefore supersedes all prior arbitration provisions and shall control.

7. Unless otherwise provided in the following rules or by mutual agreement as provided herein, NAM Comprehensive Dispute Resolution Rules and Procedures and Supplemental Rules for Mass Arbitrations (https://www.namadr.com/resources/rules-fees-forms/) will apply to the arbitration of all Claims seeking $75,000 or less and the AAA Consumer Arbitration Rules (http://www.adr.org/consumer) will apply to the arbitration of all Claims seeking more than $75,000. **BY ENTERING INTO THE TRANSACTION, THE PARTIES ACKNOWLEDGE AND AGREE TO AMEND OR MODIFY, WHERE APPLICABLE, EITHER THE NAM COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES PURSUANT TO RULE 8 OF THE NAM COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE AAA CONSUMER ARBITRATION RULES PURSUANT TO RULE R-1(C) OF THE AAA CONSUMER ARBITRATION RULES AS FOLLOWS:**

a. **Small Claims Court.** U-Haul or You shall bring Claims in small claims court instead of arbitration for those Claims that meet the local jurisdiction requirements for Small Claims. The rules of the small claims court shall apply.

b. **Notice and Demand Procedure**

i. **Notice of Dispute** ("Notice"): Before initiating arbitration proceedings, the party asserting a Claim subject to this Agreement must give written Notice by mail or e-mail sent to the party or parties against whom a Claim is asserted. Notice to U-Haul shall be sent to: U-Haul Legal Dept., 2727 N. Central Ave., Phoenix, AZ 85004 or by e-mail to: legal@uhaul.com. A Notice form and related information is found at www.uhaul.com/arbitration. Notice to You shall be sent either to the address or e-mail address provided by You to U-Haul in connection with the Transaction or to another address or email address provided by You to U-Haul. After Notice of a Claim is given, the parties shall attempt to resolve the Claim within sixty (60) days from the receipt of the Notice. The statute of limitations shall be tolled for said 60-day period.

ii. **Demand for Arbitration** ("Demand"): Upon expiration of the 60-day Notice period, or immediately upon the unequivocal rejection of any Claim(s), You or U-Haul may initiate arbitration proceedings by filing a Demand and Certification of Completion of the Notice of Dispute Process ("Certification") with NAM for Claims seeking less than $75,000 but exceeding Small Claims Court jurisdictional limits, or by filing a Demand with AAA for Claims seeking $75,000 or more. NAM Demand and Certification forms for Claims filed with NAM and AAA Demand and Certification Forms for Claims filed with AAA and related information can be found at www.uhaul.com/arbitration, and shall include an amount requested in the Demand. If a Demand is filed without the Certification, NAM or AAA shall consider the Demand incomplete and not filed, and not proceed with its administration and invoicing until a Certification has been submitted. If all Claims are mutually resolved within the Notice period, NAM or AAA shall take no further action to administer the Demand.

c. **Special rules for Claims seeking $75,000 or less:**

i. **NAM Consumer Filing Fee**. If You followed the Notice and Demand Procedure as provided above and paid a filing fee, U-Haul will reimburse You the amount of that fee.

ii. **Alternative Payment and Attorney Premium**. If You followed the Notice and Demand Procedure set forth above, and the Arbitrator issues an award on the merits of Your Claims that is greater than the value of U-Haul's last written settlement offer sent to You at least fourteen (14) calendar days before the hearing (or submission of documents in a Written Submission-Only procedure), then U-Haul will:

1. pay the award or $7,500, whichever is greater ("Alternative Payment"); and
2. pay Your attorney, if any, reasonable attorney's fees, and reimburse expenses (including expert witness fees) that You reasonably incurred for investigating, preparing, and pursuing Your Claims ("Attorney Premium"). To qualify for payment, expenses must be itemized and submitted to U-Haul within fourteen (14) calendar days of the award. The maximum payment under the Attorney Premium is the amount of the award.

d. **Special rules for Claims seeking at least $500,000 or more:**

i. You or U-Haul may elect to proceed before a panel of three (3) arbitrators. If a party elects to proceed before a panel of three (3) arbitrators, said election shall be made at the time of filing the Demand. Responding party shall have thirty (30) days from the filing of Your Demand to elect to proceed before a panel of three (3) arbitrators.

ii. The Federal Rules of Evidence shall be applied in the arbitration proceedings to the same extent as if the Claims had been filed in federal court in the jurisdiction in which the Arbitration proceeds.

iii. Upon request of a party and good cause shown, the Arbitrator will:

1. permit each party to submit at least one dispositive motion;
2. permit each party to serve interrogatories, requests for admission, and requests for production and determine the scope, schedule, and amount of same;
3. permit at least one deposition of each party; determine the necessity of any additional depositions; and allocate the cost of taking deposition(s); and
4. permit written submissions and determine the staggered schedule for such submissions.

iv. Following any arbitration award in this matter, the parties shall both have the right for submission of an appeal. The appeal, if any, shall be handled by the AAA pursuant to their Optional Appellate Arbitration Rules. The parties agree that each party shall be responsible for their own attorney's fees and costs on appeal.

e. **Arbitrator Selection.** Unless otherwise agreed in writing by You and U-Haul**,** NAM or AAA, as the case may be, shall transmit simultaneously to each party an identical list of no less than five (5) qualified arbitrators chosen from the NAM Hearing Officer Roster or AAA National Roster of Commercial Arbitrators, respectively. The parties may agree on an Arbitrator and advise NAM or AAA of their agreement. If the parties do not agree, each party will have fourteen (14) calendar days from the transmittal date of the list of arbitrators in which to strike up to two (2) names from the list of arbitrators, number the remaining names in order of preference, and return the list directly to NAM or AAA. If a party does not return the list within the time specified, all persons on the list will be deemed acceptable to that party. From among the persons who have been approved by both parties, and in accordance with the designated order of mutual preference, NAM or AAA shall appoint an Arbitrator to serve. If for any reason appointment cannot be made from the submitted lists, NAM or AAA will repeat the process set forth in this paragraph 7 until the Arbitrator is selected.

f. **Prior Settlement Offer.** Prior to an arbitration decision, the parties shall not disclose to the Arbitrator any communications related to an offer of compromise unless accepted by all parties.

g. **Location of Arbitration Hearing/Governing Law.** The Arbitration shall take place in the County (or Parish) where You reside, either at the time of the rental and/or sale or return of the Equipment, unless otherwise agreed in writing by U-Haul and You. This Agreement shall be interpreted and construed in accordance with the law of the State where the Arbitration takes place. Any and all Claims arising out of or relating to this Agreement, whether sounding in contract, tort or statute, shall be governed by the law of the State where the Arbitration takes place, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction.

h. **AAA and Arbitrator Fees**. U-Haul will pay NAM or AAA administrative and arbitrator fees pertaining to the Claims initiated and pursued in accordance with the Notice and Demand Procedure except as set forth in Paragraph 7(d). Notwithstanding the foregoing, the Arbitrator shall have authority to reallocate said fees if the Arbitrator determines that Claims were filed for an improper purpose or that the Claims are patently frivolous and/or unsupported by applicable law or the reasonable extension of the law. Notwithstanding anything to the contrary set forth above, in the event the conditions for multiple (mass) consumer case filings are met as determined by NAM pursuant to its Supplemental Rules for Mass Arbitrations Rule No. 2 or the AAA pursuant to the Administrative Filing Fees section (i)(B) in the Consumer Arbitration Rules, then each party's portion of the NAM filing fees shall be the Mass Filing Fees as set forth by NAM or AAA filing fees shall be the Multiple Consumer Case Filings Fees as set forth by the AAA, respectively.

i. **Attorney's Fees and Costs**. Except as otherwise provided in this Agreement, the Arbitrator shall have the authority to award attorneys' fees and other costs as permitted by applicable law; however, You may not be awarded duplicative amounts of attorney's fees or costs regardless of the number of claimants. U-Haul promises and agrees that it will not seek an award of attorneys' fees or costs unless the Arbitrator determines that Claims are patently frivolous and/or unsupported by applicable law or the reasonable extension of the law.

j. **Arbitrator's Authority.** The Arbitrator **shall:**

i. Be bound by the terms of this Agreement;

ii. Apply a statute of limitations to all Claims as though brought in an appropriate court of competent jurisdiction;

iii. Decide all issues, and award a remedy, based only on the evidence and arguments submitted by a party;

iv. Resolve all disputes regarding the scope and enforceability of this Agreement, including the enforcement of the class action waiver;

v. Issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based and to identify the specific types of damages awarded, if any;
vi. Award a remedy only as to Claims presented at the Arbitration hearing and of which all Parties were on notice at least thirty (30) days before the hearing;
vii. Award any form of individual relief provided such relief would have been available in an individual capacity before a court of competent jurisdiction;
viii. Make rulings and resolve disputes as to the payment and reallocation of fees and expenses, including attorney's fees;
ix. Retain jurisdiction to review and resolve issues between the parties concerning interpretation of the decision. Such issues will be resolved based only on written submissions.

8. **Confidentiality**. In order to protect the confidential, proprietary, and trade secret information of the parties, U-Haul and You agree to negotiate and enter into a Confidentiality Agreement. If U-Haul and You cannot agree on the Confidentiality Agreement, the arbitrator shall have the sole responsibility for determining the appropriate scope of the Confidentiality Agreement. In no event shall the Confidentiality Agreement in any way prevent U-Haul or You from using any document marked as "confidential" in an arbitration proceeding under this Agreement, subject to any ruling on admissibility by the Arbitrator.

9. **Alternate Forum.** By mutual written agreement, the parties may select an arbitration forum other than NAM or AAA and/or modify the procedural arbitration rules. In the event NAM or AAA are unable or unwilling to administer the arbitration, You and U-Haul shall submit the Claims to an agreed upon alternative forum which shall be subject to all other terms and conditions of this Agreement.

10. **Modification.** This Agreement may only be amended by a writing signed by all parties. Only an officer representing U-Haul may agree on behalf of U-Haul to modify the terms of this Agreement.

11. **Severability.** This Agreement is the full and complete agreement relating to the resolution of Claims. If any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction or the Arbitrator, the remainder will be enforceable.

12. **Waiver.** The failure of a party to require performance of any term or condition of this Agreement shall not be deemed to constitute a waiver of any such term or condition, or have any binding or precedential value regarding present or future enforcement of such term.