



NorthEast Mediation & Arbitration, LLC
400 Crown Colony Drive
Suite 603
Quincy, MA 02169

Tel 617.328.8888 • Fax: 617.328.3350
www.NorthEastMediation.com

Alternative Dispute Resolution

ARBITRATION AGREEMENT

The undersigned parties hereby agree to participate in an Arbitration of the above-captioned matter by Northeast Mediation and Arbitration (NEMA), pursuant to the following terms and conditions:

1. Scope of Submission. The disputed issues submitted to Arbitration are as follows (check one):

all issues raised in the claims and defenses of all the parties hereto.

2. Applicable Rules. Northeast Mediation and Arbitration's Arbitration Rules currently in effect and incorporated herein by this reference ("Rules") shall govern the Arbitration of this case.

3. Arbitrator. The Arbitrator shall be: **Dennis J. Calcagno, Esq.**

4. Fees and Expenses. The parties shall pay Northeast Mediation and Arbitration all fees and expenses for which they are or shall become liable under Northeast Mediation and Arbitration's Rules and Fee Schedule currently in effect and incorporated herein by this reference. All fees and expenses shall be paid in advance of the release of any Award or Decision of Arbitrator.

5. Award. After considering the issues submitted herein above, the Arbitrator shall render a written decision which, unless otherwise agreed, shall consist of a decision with reasoning of this case, and shall be subject to (a) any applicable insurance policy limits, or (b) other parameters established by agreement of the parties and set forth in any Addendum attached hereto. Unless otherwise agreed by the parties, the award shall exclude any pre-judgment interest. Any applicable offsets for Personal Injury Protection (PIP) benefits (check one):

is hereby stipulated by the parties in the amount of \$ _____.

shall be determined by the Arbitrator in a "net" award.

shall be determined by the parties following receipt from the arbitrator of a "gross" award.

6. Enforcement. The award of the Arbitrator shall be final and binding upon the parties, and may be submitted to any court of competent jurisdiction for confirmation and enforcement in accordance with applicable law.

7. Confidentiality. The parties hereby stipulate and agree that unless otherwise agreed to in writing, that the evidence received by this arbitrator and decision rendered are completely confidential. However, unless otherwise agreed, any settlement award resulting from the arbitration may be legally enforceable and admissible in judicial or arbitration proceedings to enforce it.

8. Zoom (Remote Video Conferencing). All individuals/participants acknowledge and agree that there are no other individuals/participants present who have not signed the Mediation Agreement. All discussions are strictly confidential. In the event of any technical failure or glitches, immediately call (617) 328-8888 or the mediator's cell phone, which will be provided at the mediation/arbitration. Any electronic signature is considered as original and binding.

9. Entire Agreement. This Agreement contains the entire agreement and understanding by and among Northeast Mediation and Arbitration and the parties. No representations, promises, agreements or understandings, written or oral, not contained in this Agreement, or the Rules expressly incorporated herein, shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

EXECUTED under seal as of the date set forth herein.

Date:

By: _____

By: _____

By: _____

By: _____



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HIGH-LOW ADDENDUM

The undersigned parties hereby agree to modify the Arbitration Agreement governing the above-captioned matter as follows:

Any amount awarded pursuant to the Arbitration shall be not less than _____, nor more than \$ _____. If any amount awarded is less than \$ _____, said award shall be \$ _____, and if the amount awarded is greater than \$ _____, said award shall be \$ _____.

EXECUTED under seal as of the date set forth hereinafter.

Date:

By: _____

By: _____

By: _____

By: _____

CONFLICT CHECK

The undersigned hereby confirms that the undersigned knows of no conflict of interest or other compelling reason to disqualify **Dennis J. Calcagno, Esq.** as the Arbitrator of the above-captioned matter.

No Conflict

Conflict (explain):

By: _____

By: _____

By: _____

By: _____