

ALPINE DISPUTE RESOLUTION CENTER d/b/a ADR CENTER  
P. O. BOX 1201  
American Fork, UT 84003  
801-492-9224  
FAX 801-492-3997  
[stevejohnson5336@comcast.net](mailto:stevejohnson5336@comcast.net)

## AGREEMENT TO ARBITRATE

This Agreement to Arbitrate (hereinafter "Agreement") is made this \_\_\_\_\_ day of June

, 2007, by and between STEVEN G. JOHNSON d/b/a ALPINE DISPUTE RESOLUTION CENTER of P. O. Box 1201, American Fork, Utah 84003 (hereinafter referred to as "Arbitrator"), \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Claimant"), and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Respondent"). Claimant and Respondent are jointly referred to herein as the "Arbitrating Parties."

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, Arbitrator and the Arbitrating Parties agree as follows:

**1. AGREEMENT TO ARBITRATE.** The Arbitrating Parties hereby submit the following matter to a binding arbitration with the Arbitrator and have jointly selected the Arbitrator to arbitrate this dispute involving \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
The Arbitrator agrees to arbitrate the Arbitrating Parties' dispute pursuant to the terms of this Agreement and the Utah Uniform Arbitration Act in a fair and efficient manner, and shall serve as sole arbitrator in the case. The Arbitrating Parties hereby waive any rights they may possess to have this matter litigated in a court or jury trial.

**2. POWER OF ARBITRATOR.** The Arbitrator shall have the power to administer oaths and affirmations to witnesses, to determine the admissibility of evidence

and to decide the facts and the law of the case. The Arbitrator shall make all rulings on objections to evidence which arise during the hearing(s) in the matter.

**3. ARBITRATOR FEES AND EXPENSES.** The Arbitrating Parties shall *each* pay to the arbitrator at least five (5) business days prior to the initial arbitration hearing date the sum of SIX HUNDRED AND NO/100 DOLLARS (\$600.00) for anticipated arbitrator's fees and expenses in this case. Additional fees will be assessed if it appears that the hearing(s) will take more time than originally anticipated, which sums are due and payable at least five (5) business days prior to the next arbitration hearing or, if after that date, then such sums are due and payable immediately. The Arbitrator may stay any proceedings until all fee deposits have been made. The Arbitrator may assess fees and costs and expenses to one or both of the Arbitrating Parties as part of the award. If either party fails to pay the Arbitrator's fees or expenses in accordance with the provisions of this Agreement, then the breaching party will be responsible for all costs and attorney's fees incurred by Alpine Dispute Resolution Center in collecting the amount due.

**4. APPLICABLE RULES.** The parties hereto agree to follow the Alpine Dispute Resolution Center Arbitration Rules as established from time to time by the Center. The Federal and the Utah Rules of Civil Procedure and Rules of Evidence will not apply in this matter, although the Arbitrator may give deference to such rules in order to conduct a fair hearing(s) and to assure that the Arbitrating Parties are allowed due process of law. The arbitrator shall schedule with the Arbitrating Parties any reasonable discovery needed in the matter, and is authorized to limit the types and amounts of discovery as well as the answering times to discovery requests in order to expeditiously resolve the parties' dispute. The Arbitrating Parties shall cooperate fully in providing any appropriate responses to discovery requests as allowed by the Arbitrator.

**5. SCHEDULING HEARINGS.** The Arbitrating Parties shall cooperate fully in scheduling hearing dates, times and locations, and shall use their best efforts to verify that their necessary witnesses are available to testify at the scheduled times in the hearings in this matter.

**6. POTENTIAL CONFLICTS OF INTEREST.** **The full names and addresses of all parties, attorneys and anticipated witnesses are listed in the attached Schedule A which is made a part hereof by this reference.** The Arbitrator is aware of no potential conflicts of interest which may affect his serving as a fair and impartial arbitrator in this matter, or, in the alternative, the arbitrator has disclosed the following potential conflict to the Arbitrating Parties, and the Arbitrating Parties

have determined to nonetheless use the services of the Arbitrator in this matter: \_\_\_\_\_

**7. RIGHT TO BE REPRESENTED BY LEGAL COUNSEL.** The Arbitrating Parties have the right to be represented by their own respective legal counsel of their own choosing at all times during the arbitration process. **Appearance at any hearing without legal counsel constitutes a waiver of the right to have legal counsel present at the hearing.**

**8. ARBITRATOR DOES NOT REPRESENT EITHER PARTY.** The Arbitrating Parties are represented by their own respective legal counsel in this matter, or they have determined to represent themselves in the case without an attorney. The Arbitrating Parties acknowledge and agree that the Arbitrator does not represent either party in this arbitration and that he cannot and will not give legal advice to the parties. The Arbitrator will serve as the judge in this matter.

**9. AWARD.** The award in this matter shall be a standard award. The Arbitrating Parties agree to abide by and to perform any award entered by the Arbitrator in this matter. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. (NOTE: in the alternative to a standard award, the parties may elect to have a reasoned award (the reasons for the award are given by the Arbitrator) or an award with findings of fact and conclusions of law. If either of these options is preferred by the parties, the Arbitrator should be notified prior to the hearing(s) in the case.)

**10. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Utah.

**11. LEGALLY BINDING CONTRACT. THIS IS A LEGALLY BINDING CONTRACT BETWEEN THE ARBITRATOR AND THE ARBITRATING PARTIES. IF YOU DO NOT UNDERSTAND ANY PORTION OF THIS AGREEMENT, YOU SHOULD SEEK AN INTERPRETATION FROM INDEPENDENT LEGAL COUNSEL.**

DATED the day and year first stated above.

ARBITRATING PARTIES:

CLAIMANT:

RESPONDENT:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

ARBITRATOR:  
ALPINE DISPUTE RESOLUTION CENTER

By: \_\_\_\_\_

## **SCHEDULE A**

**List the full names and addresses of all parties involved in this arbitration.**

**List the full names, law firm names and addresses of all attorneys involved in this arbitration.**

**List the full names and addresses of all anticipated witnesses who will likely testify in this arbitration. Attach additional pages if needed.**