



Massachusetts Dispute Resolution Services
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AGREEMENT FOR BINDING HIGH-LOW ARBITRATION

RE: _____

MDRS File: _____

The undersigned being the parties at interest in the matter of:

agree to submit the dispute now pending between them to binding high-low arbitration.

The parties agree that _____ will serve as arbitrator and decide the matter.

A. The parties agree that the MDRS Arbitration Rules shall govern all proceedings related to this arbitration.

B. The parties acknowledge that they have entered into a high-low arbitration agreement by a separate confidential document which places a limit on the minimum and maximum awards which will be binding upon them as a result of the arbitrator's decision in this case. Subject to these minimum and maximum limits, the arbitrator's award is binding in all respects upon all parties and may be entered as a final judgment in any court of competent jurisdiction.

C. The arbitrator shall hear and determine the controversy upon the evidence submitted and shall have the ultimate responsibility to determine the relevancy and admissibility of all evidence. The parties agree that the hearings shall be conducted by the arbitrator in any manner which permits a fair presentation of each party's position. The parties agree that after they have been given an opportunity to offer proof of their claims and contentions, the arbitrator shall declare the arbitration hearing closed and no further proof shall be taken nor heard. Any party who proceeds through the arbitration after knowledge that any provision or requirement of this paragraph has not been complied with or fails to object in writing, shall be deemed to have waived the objection.

D. The arbitrator's award shall be in writing and shall be signed.

E. The parties acknowledge and agree that the arbitrator's work product and case file shall be confidential and not subject to disclosure in any judicial, administrative or private proceeding. The undersigned parties further agree that the arbitrator and Massachusetts Dispute Resolution Services shall not be liable to any party for any act or omission in connection with services performed under this agreement.

F. The undersigned parties agree that should any party violate this agreement, that party shall indemnify the arbitrator and Massachusetts Dispute Resolution Services for any and all resulting costs.

G. The undersigned parties agree that they shall each pay Massachusetts Dispute Resolution Services in advance \$475.00 for a hearing of up to two hours and that each hour thereafter will be billed at \$170.00 per party. The parties further agree the Massachusetts Dispute Resolution Services' cancellation and postponement policies and fees as stated in the Massachusetts Dispute Resolution Services Fee Schedule that has been provided to the parties.

H. This Agreement for Binding Arbitration may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same valid and enforceable agreement.

I. The parties further agree that the respondent shall be entitled to an offset for Personal Injury Protection benefits which the claimant is entitled to.

Arbitrating Parties

For Claimant:

For Respondent:

Claimant's Attorney

Respondent's Attorney

Date: _____

Respondent's Insurer _____