

ARBITRATION AGREEMENT

RE:

The undersigned parties agree to retain the services of Kenneth Rosenberg to arbitrate their case. Each party agrees to submit the above case to binding arbitration governed by MGL, Ch. 251.

The parties further agree to the following terms of the Arbitration:

- a. Kenneth Rosenberg, as the Arbitrator, shall have the authority to administer oaths to testifying witnesses.
- b. Kenneth Rosenberg, as the Arbitrator, shall determine the admissibility of evidence and rule on the objections to evidence, keeping in mind that the rules of evidence are not necessarily strictly enforced in an arbitration.
- c. Within at least 10 days prior to the Arbitration, the following shall occur:
 - i. The parties will exchange all documents sought to be introduced into evidence.
 - ii. The parties will disclose to each other the name of any expert witness who will testify.
 - iii. Each party will pay \$850 to Kenneth Rosenberg, as Arbitrator, for a half day (up to 3 hours) session. In the event of a full day arbitration (up to 7 hours), each party will pay \$1,700 to Kenneth Rosenberg, as Arbitrator. Additional arbitration services will be charged at a rate of \$250 per hour, per party.
- d. All certifications pursuant to MGL Chapter 233, Sections 79 and 79g are waived for the arbitration.
- e. Unless otherwise agreed, no pre-judgment interest will be added to any arbitration award.
- f. If the parties are proceeding with high/low parameters, the terms should be stated in a separate, confidential agreement between the parties.

Kenneth Rosenberg:

Parties

Dated: _____