**NOTICE: THIS DOCUMENT**

**CONTAINS SENSITIVE DATA**

**NO.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **IN THE MATTER OF** | **§** | **IN THE DISTRICT COURT** |
| **THE MARRIAGE OF** | **§** |  |
|  | **§** |  |
| **P** | **§** |  |
| **AND** | **§** | **\_\_\_\_\_\_\_\_\_\_ JUDICIAL DISTRICT** |
| **R** | **§** |  |
|  | **§** |  |
| **AND IN THE INTEREST OF** | **§** |  |
| **A. AND B., CHILDREN** | **§** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY, TEXAS** |

AGREEMENT FOR BINDING FAMILY LAW ARBITRATION

This agreement for binding arbitration is entered into by [P] and [R] and the Arbitrator listed below.

1. Arbitrator and Arbitrable Issues.

The parties hereby agree to submit the following contested issues to final and binding arbitration before the Honorable Roy B. Ferguson (432-295-1659, royferguson@judgeroyferguson.com), pursuant to the terms of this agreement: **[Mark only one option]**:

\_\_\_\_\_\_\_ ALL contested issues in the case (except for validity and enforceability of this agreement);

 OR

\_\_\_\_\_\_\_ The following specific issues:

 , and attorneys’ fees and costs.

2. Applicable Law and Procedure.

The parties agree that this proceeding will be subject to:

* the Texas Alternative Dispute Resolution Procedures Act (Chapter 154 of the Texas Civil Practice and Remedies Code);
* the Texas General Arbitration Act (Chapter 171 of the Texas Civil Practice and Remedies Code);
* Sections 153.0071(a) and (b) of the Texas Family Code, if claims regarding children are involved; and
* the laws of the State of Texas.

The parties agree to strictly adhere to the rules of evidence and procedure applicable to Texas family law litigation, including the Texas Rules of Civil Procedure, the Texas Rules of Evidence, the Texas Family Code, and the Texas Civil Practice and Remedies Code, unless otherwise agreed to by the parties and communicated to the Arbitrator. In the event of a conflict between those rules and Chapter 171 of the Texas Civil Practice and Remedies Code, the provisions of Chapter 171 shall control unless waived by the parties and approved by the Arbitrator.

3. Issues Referred.

The following contested issues will be submitted to final and binding arbitration in lieu of a trial before the referring court **[MARK ONLY ONE OPTION]**:

\_\_\_\_\_\_\_ ALL (except for validity and enforceability of this agreement);

OR

\_\_\_\_\_\_\_ The following specific issues:

 , and attorneys’ fees and costs.

4. Hearing.

The arbitration hearing will be conducted in the manner and location directed by the Arbitrator after consultation with the parties. The Arbitrator may schedule preliminary hearings and conferences at the Arbitrator’s sole discretion. Non-evidentiary hearings may be held either in person or remotely at the Arbitrator’s sole discretion. Evidentiary hearings may be held remotely with the agreement of the parties.

5. Payment of Fees and Costs.

Select one of the following.

Or

The estimated fees and costs of arbitration must be deposited with the Arbitrator no later than thirty days prior to the scheduled final hearing date. An initial deposit of $1,000.00 per party shall be paid to the Arbitrator at the time of booking the arbitration. Fees and costs incurred for preliminary matters shall be paid promptly upon demand by the Arbitrator. The balance of any fees and costs incurred shall be paid by the parties within 10 days of issuance of the Arbitrator’s award. The fees and costs will be as follows pursuant to the Texas Civil Practices and Remedies Code Section § 171.055, which the parties agree are reasonable:

For preliminary matters, hearings, and conferences, each party shall pay the Arbitrator:

* $1,000 per half-day (meaning up to 4 hours);
* $2,000 per full day (meaning between 4 hours and 9 hours); and
* $250 per hour for time beyond a 9-hour day.

For other work, including preparatory time, deliberation, ruling, and drafting, each party shall pay the Arbitrator $250 per hour.

The parties will pay out-of-pocket costs, including costs of travel, court reporters (if provided by the Arbitrator), facility costs, and other incurred expenses, promptly upon demand by the Arbitrator.

If any deposit or payment required herein is not made within the time required in the notice from the Arbitrator, the Arbitrator will have the unqualified right to withdraw from the proceeding without forfeiture of fees or expenses or further obligation to the parties.

If the case is settled or terminated or the Arbitrator is removed or withdrawn before the final hearing for any reason, each party will within 10 days pay the Arbitrator an equal share of the Arbitrator’s fees and costs at the rates specified above. Any remaining balance of the retainer or deposits after deduction of incurred fees and costs will be refunded to the parties in proportion to their contributions.

6. Final Arbitration Award.

Pursuant to Texas Civil Practices and Remedies Code Section § 171.053, the Arbitrator will issue a written Final Arbitration Award and deliver a copy to each attorney and self-represented party as soon as possible, unless otherwise agreed by the parties and the Arbitrator. The parties agree that the Arbitrator shall issue one of the following as to the form of the award. (If no option is marked then a Standard Award shall apply by default, subject to later change by agreement.) **[Mark only one option]**:

\_\_\_\_\_\_\_ Standard Award

\_\_\_\_\_\_\_ Reasoned Award

\_\_\_\_\_\_\_ Findings of Fact/Conclusions of Law

 The parties understand that pursuant to Texas Civil Practices and Remedies Code § 171.087, the referring court will on application of a party confirm the award unless grounds are timely established for vacating, modifying, or correcting an award under §§ 171.088 or 171.091.

7. Right to Challenge and Appeal

 The parties agree that the Final Arbitration Award shall be binding upon the parties and confirmed by the Court in accordance with Texas Civil Practices and Remedies Code §§ 171.087, and 171.092. The parties agree to bebound by the decision and award of the Arbitrator unless it is vacated by the referring court under Texas Civil Practice and Remedies Code § 171.088. The parties expressly waive the right to seek a best interest review by the referring court pursuant to Texas Family Code 153.0071(b). The parties retain the right to appeal the arbitration award as permitted by Texas Civil Practice and Remedies Code Chapter 171, which shall be taken in the manner and to the same extent as an appeal from an order or judgment in a civil action.

8. Record

The parties agree that an official record will be made of the proceedings with a certified court reporter. The costs of this record will be divided equally between the parties. The arbitrator may record the proceedings solely for the Arbitrator’s review and reference. The arbitrator is not required to retain such recordings and may delete the recordings at any time. The parties agree that the recording will not form a part of the official record, and that the certified transcript, and not the recording, shall be the official record of the hearing. In no event will a recording be made available or provided to the parties for any purpose. No other recordings of any proceeding in this matter shall be made by any person, whether a court reporter is present or not.

9. Communications

There shall be no *ex parte* communications with the Arbitrator. Copies of all correspondence to the Arbitrator must be simultaneously transmitted or cc’ed to opposing counsel and self-represented parties.

10. Confidentiality of the Proceedings

The parties understand that these arbitration proceedings are private and will not be conducted in a public venue. Neither the press nor the public shall be permitted to attend or view the proceedings. However, filings are not confidential unless the referring court signs an order sealing the case. The Arbitrator shall take reasonable measures to safeguard all documents and evidence to protect the privacy of the parties and the subject matter of the dispute.

11. General Matters

The parties stipulate that they had the opportunity to confer with legal counsel and had all their questions answered before signing this agreement. The parties affirm that they are entering into this agreement freely and voluntarily, without coercion or undue influence. This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Digital signatures, if in compliance with Texas law, shall be deemed valid and enforceable.

SO STIPULATED AND AGREED:

 [P], Petitioner

 Signed on

 [R], Respondent

 Signed on

APPROVED AS TO FORM:

 \*\*

 Counsel for Petitioner

 Signed on

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 Counsel for Respondent

 Signed on