

Settlement Enterprise Solutions

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Brooklyn, New York 11241

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[www.NY-ADR.com](http://www.NY-ADR.com)

Arbitration/Mediation Agreement

Case No.:Click or tap here to enter text.

Date:Click or tap to enter a date.

Caption:Click or tap here to enter text.

Index No.:Click or tap here to enter text.

Venue:Click or tap here to enter text.

Date of Loss/Accident: Click or tap to enter a date.

Plaintiff’s Counsel: Click or tap here to enter text.

Address: Click or tap here to enter text.

Phone:Click or tap here to enter text.

Represented by: Click or tap here to enter text.

Defendant’s Counsel: Click or tap here to enter text.

Address:Click or tap here to enter text.

Phone:Click or tap here to enter text.

Represented by: Click or tap here to enter text.

Carrier:Click or tap here to enter text.

File no./Claim no.: Click or tap here to enter text.

Process: Issue:

Arbitration  Liability Only

Mediation  Damages Only

Other Click or tap here to enter text.  Both Liability and Damages

High/Low Parameters :Click or tap here to enter text.

TERMS:

The undersigned hereby agree to submit this dispute, claim, and/or action to Settlement Enterprise Solutions, (hereinafter “SES”), in accordance with the terms and conditions as set forth below:

1. The mediation and/or arbitrations is Subject to SES’s Rules and Procedures which are in effect at the time the case is agreed to;
2. The mediation and/or arbitrations is Subject to SES’s Fee Schedule and the parties represent that all fees shall be paid prior to the hearing; Counsel and where applicable, Insurance Carrier agree to SES all fees pertaining to this matter notwithstanding the outcome of this case;
3. The parties, counsel and/or representatives authorized to act on behalf of any party to this proceeding, hereby agrees to waive any claim or cause of action against SES and/or the Mediator and/or Arbitrator and /or Neutral Hearing Officer and to release SES and its agents and third party contractors from all liability including but limited to any liability arising from or relating to any act or omission on the part of any Arbitrator, Mediator and/or Hearing Officer retained by SES;
4. Any Award rendered or settlement reached is conclusive only as to the matter to be adjudicated and decided in this process as to the parties present. The decision/award/settlement in this process is not res judicata nor will it have collateral estoppel effect as to similar issues in companion claims and actions arising from the underlying incident which is the subject of this process, to the extend mandated by the applicable laws.

ALL TERMS REFERENCED ON PAGE ONE OF THIS AGREEMENT HAVE BEEN AGREED TO AND ACCEPTED TO BY THE PARTIES. THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS. FACSIMILE SIGNATURES WILL BE DEEMED AS ORIGINAL. PLEASE SIGN AND PRINT IN THE APPROPRIATE AREA AND RETURN ALL PAGES.

Plainitff(s): Defendant(s):

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

Signature Signature

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Print Name Print Name