

VIRGINIA :

IN THE CIRCUIT COURT OF \_\_\_\_\_ COUNTY  
[Delete above if a lawsuit is not yet filed]

\_\_\_\_\_  
Plaintiff

v. Case No. \_\_\_\_\_

\_\_\_\_\_  
Defendant

ARBITRATION AGREEMENT

WHEREAS, the undersigned are parties to certain litigation now pending in the Circuit Court of Fairfax County, Virginia; and

**OR (if a lawsuit has not yet been filed):** WHEREAS, the parties hereto have a certain civil dispute which they desire to resolve by way of binding arbitration; and

WHEREAS, the undersigned have agreed to proceed with this matter in accordance with the following terms and conditions:

1. The parties, and their respective counsel, if any, agree to proceed by arbitration in accordance with Virginia Code Section 8.01-577 et.seq. to resolve all issues in the above styled cause except for the following issues:

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

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\_\_\_\_\_ The parties understand and agree that the Arbitrator's decision will be final and binding, and that by signing this agreement they waive the right to appeal the Arbitrator's decision in any form or manner [or: they may appeal only those matters set forth in Virginia Code Section 8.01-581.016].

2. The parties understand and agree that the decision of the Arbitrator will be entered as a judgment, according to Section 8.01-581.012 of the Code of Virginia, as amended, by any judge of the Circuit Court of \_\_\_\_\_ County, Virginia, and that the judgment may be executed and enforced just as any other judgment of the Court would be executed and enforced;

3. The parties understand and agree at the time they sign this agreement they will each deposit the non-refundable sum of \_\_\_\_\_ with the Arbitrator, and the deposit will be the minimum fee for the Arbitrator in this case. In the event the matter settles with a signed agreement prior to the commencement of the Arbitration, the Arbitrator agrees to refund that part of the deposit not expended by applying an hourly rate of \$\_\_\_\_\_/hour to the time spent up to that point. The deposit of \_\_\_\_\_ will pay the fee of the Arbitrator for the time spent in arranging for the Arbitration, the time spent in reviewing the materials and documents to be submitted and for the first day of arbitration. A day will consist of six hours, normally from 10 a.m. through 5 p.m. with an hour for lunch;

4. The parties understand and agree that, if their case continues beyond the first day of arbitration, the parties will pay the Arbitrator at the rate of \_\_\_\_\_ for each additional half-day or for any part of each

additional half-day that their case requires. The total fee of the Arbitrator will be shared equally by the parties unless the parties agree in writing to a different arrangement as to the fee;

5. The parties agree to provide the Arbitrator and the opposing party, within \_\_\_\_\_ days after they sign this agreement, with a copy of all pleadings, papers, and exhibits to be considered by the Arbitrator; however, the parties shall have \_\_\_\_\_ additional days following receipt of the other's documents to supplement and provide to the other and to the Arbitrator additional documents as each party may then see fit. The parties understand and agree that they are not permitted to submit to the Arbitrator any settlement offers, except on the issue of counsel fees and then only after the decision of the Arbitrator is made on all issues (except for counsel fees) and the issue of counsel fees shall only be decided, if it is an issue, after all other decisions and awards have been made by the Arbitrator.

The parties agree to provide to the other documents requested that are in each party's possession or control or which can reasonably be obtained by either party.

6. The parties understand and agree that, if either party desires a stenographic record of the proceedings, that party will be solely responsible for securing and paying a court reporter;

7. The parties agree to participate in all hearings at a time and place designated by the Arbitrator;

8. The parties agree that the Clerk of the Court has the power and authority to issue subpoenas and subpoenas duces tecum in this case and specifically authorize the Clerk to do so;

9. The parties agree to use

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as an Arbitrator. If they cannot agree on an Arbitrator, the parties authorize and

request \_\_\_\_\_ to select an Arbitrator.

10. The parties shall forthwith notify the Arbitrator of his/her selection. The Arbitrator shall immediately set a time and place for the arbitration hearing;

11. The parties understand and agree that by signing this agreement they waive any right to challenge the arbitration proceedings or the Arbitrator's decision on the grounds that they were denied due process or any other rights secured by the Constitutions of the United States or the Commonwealth of Virginia and the parties agree that the Arbitrator shall have immunity from civil prosecution arising from his/her conduct and/or decision in this case.

Witness the following signatures and seals this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Printed name

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone Numbers: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_

Printed name

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Numbers: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_