

ARBITRATION SUBMISSION AGREEMENT

This Arbitration Submission Agreement is made and entered into effective this ____ day of _____, 20____, by and between _____ and _____ (collectively as the "Parties"), who hereby agree and stipulate as follows:

1. Scope of Arbitration Submission. Any and all claims, controversies, disputes, defenses and issues by and between the Parties relating to or arising out of

(Describe Dispute in Controversy)

shall be resolved by final, binding arbitration administered by and in accordance with Chapter 682, *Florida Statutes* and any court of competent jurisdiction located in the State of Florida, United States of America, shall enter final judgment on any such final arbitration award.

2. Relief Sought by each of the Parties.

(Describe all claims, relief sought, the amount and defenses to any counterclaim, and attach the documents upon which the claims are based)

All claims and defenses which would otherwise be available to the parties in any court proceeding shall also be available in arbitration, including, without limitation, all applicable statutes of limitations, laches and statutes of repose.

3. Final Hearing. The final arbitration hearing shall be conducted in _____ County, Florida, United States of America, in English, no sooner than **ninety (90) days** and no later than **one hundred eighty (180) days** after the date of this agreement.

4. Arbitrator. The parties hereby appoint **Gary S. Salzman** to serve as the sole arbitrator pursuant to this agreement, who shall administer and conduct the arbitration proceeding in accordance with this agreement and Chapter 682, *Florida Statutes*.

5. Discovery. Without good cause shown and leave of the arbitrator, the parties to the arbitration proceeding shall be permitted to take no more than ____ (____) depositions, not to exceed six (6) hours each. The parties shall also be entitled to discover documents through the use of requests for production. No other forms of formal discovery shall be permitted by the arbitrator, without a showing of undue prejudice and good cause.

All permissible discovery shall be governed by the applicable Florida Rules of Civil Procedure.

6. Final Award. The arbitrator shall be bound by and shall follow the laws of the State of Florida for the rendering of any final award. Any final award shall reflect the reasoning for the award, but shall not be required to state findings of fact and conclusions of law. The arbitrator shall have the authority to award any and all relief which a court of competent jurisdiction located in Florida, United States of America, could otherwise award. The arbitrator shall further award reasonable attorneys' fees incurred by the prevailing party, including reasonable attorneys' fees incurred in litigating entitlement to attorneys' fees, as well as in determining and quantifying the amount of recoverable attorneys' fees. The arbitrator shall also award to the prevailing party all arbitration expenses, filing fees, arbitrator compensation, expenses of collection and costs incurred by the prevailing party regardless of whether such costs and expenses are otherwise taxable in any court proceeding.

Claimant/Counter-Respondent

Respondent/Counter-Claimant

By: _____
(Signature)

By: _____
(Signature)

Print Name

Print Name

Address

Address

City, State and Zip Code

City, State and Zip Code

Telephone Fax

Telephone Fax

Email

Email

Date: _____

Date: _____

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