



## **NON-ADMINISTERED ARBITRATION AGREEMENT**

The undersigned Parties are involved in a dispute which they agree to submit to arbitration.

**Appointment of Arbitrator:** Pursuant to [describe the Parties' underlying agreement to arbitrate, if any], the Parties agree to appoint Jennifer A. Lloyd ("Arbitrator") of Miller Lloyd P.C. d/b/a Lloyd ADR as Arbitrator to arbitrate their dispute related to [describe underlying agreement or dispute] through a non-administered process without the involvement of a separate administering entity. In the event of a conflict between this Non-Administered Arbitration Agreement and an arbitration clause in an underlying contract between the Parties, the underlying contract controls. The appointment takes effect from the time all of the Parties to the arbitration and the Arbitrator have signed this Agreement. The Arbitrator is also a panel member of the American Arbitration Association (AAA); however, the AAA will have no connection, affiliation or responsibility for this non-administered arbitration.

**Conduct of the Arbitration:** The Parties agree to apply the Federal Arbitration Act and the CPR Rules for Non-Administered Arbitration, effective March 1, 2018, to their dispute to the extent not inconsistent with their underlying contract. The Arbitrator, and not the court, shall have primary responsibility to hear and determine challenges to the jurisdiction of the Arbitrator. The Parties agree to abide by and perform any award rendered by the Arbitrator and judgment upon the award rendered by the Arbitrator may be entered by any court having jurisdiction thereof.

**Arbitrator Compensation:** The Parties to the Arbitration are jointly and severally liable for satisfaction of the fees and expenses of the Arbitrator. The Parties shall pay a deposit of \$\_\_\_\_\_ for the preliminary matters in the Arbitration. All deposits shall be held in a mixed trust account and the Arbitrator shall bill at an hourly rate of \$\_\_\_\_\_ against the deposits. Further deposits may be required on at least 14-days' notice to the Parties and any such deposit shall be based on a reasonable estimate of the time required by the Arbitrator to prepare for the next stage of the proceeding or complete pending matters. Final deposits will be due thirty (30) days before the final hearing. The services of the Arbitrator, including any final Award, may be withheld until all applicable financial requirements are met. The services of the Arbitrator, including any final award, may be withheld until all applicable financial requirements are met. As part of arbitration process, the Arbitrator can allocate arbitrator compensation as part of the Final Award.

**Expenses:** The Arbitrator may recover reasonable charges for expenses such as photocopying, telephone, travel (if necessary), electronic research, and other charges. The Parties are directly responsible for any charges relating to the hearing venue or virtual hearing services.

**Confidentiality:** The arbitration shall be conducted in private and in accordance with any agreement between the Parties regarding confidentiality. The Arbitrator will treat all information provided during the arbitration process as confidential. No information obtained during such sessions will be given to any outside person or entity without the concurrence of all affected Parties, unless that information must be reported by law.

**Subpoena of Arbitrator:** The Parties agree that they will not call as a witness the Arbitrator or any employee or agent of the Arbitrator to testify as a witness, consultant, or expert in any pending or future judicial or administrative action relating to the subject matter of the Arbitration, including any action between persons not Parties to the Arbitration. The Arbitrator will provide a signed copy of the Final



Arbitration Award. The Parties further agree that they will not subpoena any notes or other records of Arbitrator or Arbitrator’s employees or agents, in any such action. If a Party breaches this Section, that Party shall be liable for and indemnify the Arbitrator for all expenses that may be incurred as a result of that breach. The Arbitrator may dispose of all documents relating to this matter after 60 days following delivery of a Final Award or other termination of the arbitration.

Legal Counsel: The Parties are strongly encouraged to consult with their legal counsel throughout the Arbitration process in order to ascertain the legal parameters of the dispute and their interests, to obtain review of any proposed agreements, and to obtain any other legal advice deemed necessary or desirable. The Arbitrator shall not have any duty to provide legal representation or legal advice of any kind to any Party. The Arbitrator is also an attorney. However, she will function as an arbitrator only, and no attorney-client relationship shall arise between any Party and the Arbitrator or Miller Lloyd P.C.

This agreement has been signed by the Parties and their counsel, and the Arbitrator, as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Plaintiff’s counsel

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Defendant’s counsel

\_\_\_\_\_  
Jennifer A. Lloyd, Arbitrator