

# OFFICE OF THE COMMON INTEREST COMMUNITY OMBUDSPERSON

Delaware Department of Justice

820 N. French St., 5<sup>th</sup> floor

Wilmington, DE 19801

\_\_\_\_\_  
Filing Party (Print or type name)

\_\_\_\_\_  
Responding Party (Print or type name)

Matter #:

## AGREEMENT TO ARBITRATE

This is an agreement by the parties to participate in voluntary arbitration. I understand that arbitration is a voluntary and confidential process. Arbitration includes all contacts between the Arbitrator and any party or parties, until a final decision is rendered or the parties discharge the Arbitrator.

This agreement incorporates the issues identified in the Common Interest Community Contact/ Complaint form and attachments submitted in this matter. The parties agree that the arbitrator in this process will arbitrate any dispute arising under this agreement.

\_\_\_\_\_ **If checked here the parties agree the arbitration will be binding.** Please initial if binding.

Filing party \_\_\_\_\_

Responding party \_\_\_\_\_

If not checked above, or no agreement, or one party has not initialed, arbitration is non-binding.

\_\_\_\_\_ Check here if either party requests written explanation of the basis of the decision. If not checked, the arbitrator will deliver the result in writing, but will not explain the basis of the decision.

\_\_\_\_\_ If you agree on an arbitrator other than the Common Interest Community Ombudsperson (or designee), please identify the agreed Arbitrator. Contact Information of agreed Arbitrator:

The Arbitrator will contact the parties to set a date, time and place for the arbitration hearing and exchange of documents.

The parties further agree to the following:

- The Delaware Uniform Arbitration Act, Title 10 *Del. C.* Chapter 57 governs this Arbitration.
- At least one representative of each party with authority to resolve the dispute must participate in the arbitration hearing. Delaware counsel must attend the arbitration hearing on behalf of a corporation.
- The Arbitration proceedings are private. Only parties and their representatives may attend, unless all parties agree otherwise.
- The Arbitrator may not be compelled to testify in any judicial or administrative proceeding concerning any matter relating to service as Arbitrator in this proceeding.
- All memoranda and work product contained in the case files of the Arbitrator are confidential.

- Any communication made in or in connection with the arbitration that relates to the dispute is confidential. Confidential materials and communications are not subject to disclosure in any judicial or administrative proceeding with the following exceptions: (1) where all parties to the arbitration agree in writing to waive the confidentiality, or (2) where the confidential materials and communications consist of statements, memoranda, materials, and other tangible evidence, which were not prepared specifically for use in the arbitration hearing.
- The parties agree to protect the Arbitrator from civil liability for any act or omission in connection with the Arbitration, unless the act or omission was in bad faith, with malicious intent, or in a manner exhibiting a wilful, wanton disregard of the rights, safety, or property of another.
- The strict rules of evidence shall not prevent the consideration of evidence or testimony.
- As to the Arbitrators' Award, the parties agree:
  - (1) The Arbitrator may grant any remedy or relief that the Arbitrator deems just and equitable and within the scope of any applicable agreement of the parties.
  - (2) In addition to a final award, the Arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders and awards.
  - (3) Upon the granting of a final award, a final judgment or decree shall be a contract between the parties and be enforced as any other contract.
  - (4) The Arbitrator is ineligible to adjudicate any subsequent litigation arising from the issues identified in the petition.

Other agreements of the parties concerning the Arbitration:

I understand and agree to pay ½ of the fee for arbitration according to the Arbitrator's or the Ombudspersons current fee schedule, which is incorporated into and made part of this Agreement, or as otherwise ordered by the Arbitrator, or agreed by the parties.

\_\_\_\_\_  
Filing Party (Please print name)

\_\_\_\_\_  
Responding Party (Please print name)

\_\_\_\_\_  
Filing Party (Signature)

\_\_\_\_\_  
Responding Party (Signature)

\_\_\_\_\_  
Arbitrator

\_\_\_\_\_  
Arbitrator

Date: \_\_\_\_\_