



**Arbitration & Mediation Centers**

www.USAMediate.com

**Arbitration & Mediation Center of Arizona**  
8700 E. Pinnacle Peak Road, Suite 221  
Scottsdale, Arizona 85255  
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**AGREEMENT TO ARBITRATE**

We, the undersigned parties, hereby agree to submit for mediation and/or arbitration to the Arbitration & Mediation Center of Arizona (“AMCA”) in accordance with the AMCA Mediation and Arbitration Rules (the "Rules") in effect on the date of this agreement the following controversy:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

We further agree that the above controversy shall be submitted to, as sole arbitrator, either: (check one)

- Frederick E. Davidson; or,
- Chad R. Kaffer; or,
- \_\_\_\_\_

We further agree that we shall faithfully observe this agreement and the Rules and that we shall abide by, perform and satisfy any award rendered by the arbitrator(s). The place of the arbitration shall be Scottsdale, Arizona. The arbitrator(s) is/are empowered to award attorneys’ fees, costs, trebled, punitive and/or any other damages in excess of compensatory damages, as applicable, and each party irrevocably confers the right upon the arbitrator to award such fees, costs and damages if deemed appropriate under the circumstances. The arbitrator(s) shall make a reasoned award.

We further agree that an award rendered by the arbitrator pursuant to this Agreement shall be either: (check one)

- final and binding on all parties to the proceedings, or
- appealable to a three (3) arbitrator panel chosen in accordance with the Rules.

We further agree, that if a final and binding arbitration has been selected by the parties, the award rendered by the arbitrator shall be binding and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The arbitration fees, costs and expenses (including, but not limited to, reasonable attorneys’ fees) of each party shall be borne by the non-prevailing party, unless all parties stipulate to the contrary.

We further agree, that if an appealable arbitration has been selected by the parties, the award rendered by the arbitrator shall be subject to appeal by either party to a three (3) arbitrator panel, selected in accordance with the Rules. Once an appellate award is rendered, it shall be

final and binding and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The arbitration fees, costs and expenses (including, but not limited to, reasonable attorneys' fees) of each party shall be borne by the non-prevailing party, unless the parties stipulate to the contrary.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CLAIMANT**

**RESPONDENT**

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

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