

**BINDING ARBITRATION AGREEMENT**

The undersigned counsel, on behalf of their respective participating parties, hereby agree to have contracted for Arbitration services provided by *noblemediation*, LLC and Hon. Gary P. Caruso (Ret.), on \_\_\_\_\_ in the case of

\_\_\_\_\_ accordance with the following terms:

**Binding Arbitration:** The parties agree that the undersigned Arbitrator is empowered by the parties to determine the award amount which shall be binding upon the parties.

**Fees For Services:** Fees will be charged at a rate of \$450/hour for pre-arbitration session services - travel time will be billed at \$245/hour plus expenses. Arbitration session fees - \$600/hour pro-rated per participating parties unless otherwise agreed upon in advance. **The undersigned counsel duly acknowledge their direct responsibility for payment** for all services rendered unless otherwise approved by the arbitrator in writing. Invoices are payable upon receipt, and *noblemediation*, LLC reserves the right to charge interest at a rate of 1.5%/month (or the maximum rate permitted by law, if less) on any balance remaining outstanding after 30 days. **Late-notice cancellation fees will apply.**

**AGREED** to this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Plaintiff or Representative

\_\_\_\_\_  
Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative