

**Disclaimer: This form is for informational purposes only, is not legal advice and does not establish an attorney-client relationship. You should seek appropriate legal advice from a licensed attorney before making any decision based on this form. The hiring of a lawyer is an important decision that should not be based solely upon advertisements.**

### **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 \_\_\_\_\_ shall be resolved by final, binding arbitration administered by and in accordance with the \_\_\_\_\_ Arbitration Rules of the American Arbitration Association (“AAA”), 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 any demand for arbitration is served upon the respondent for the proceeding.

4. **Arbitrator(s).** The arbitration proceeding shall be conducted by one (1) neutral and impartial arbitrator if the combined aggregate amount of all claims and counterclaims is less than \$\_\_\_\_,000.00, and by three (3) neutral and impartial arbitrators if the combined aggregate amount of all claims and counterclaims is \$\_\_\_\_,000.00 or more. If three (3) arbitrators are to be used to resolve the dispute, the term “arbitrator” as used herein shall mean “arbitrators.” The arbitrator shall be a member in good standing with The Florida Bar, and shall be Board Certified by The Florida Bar in Business Litigation or \_\_\_\_\_.

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 \_\_\_\_\_ 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: \_\_\_\_\_

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

\_\_\_\_\_  
 Print Name of Claimant/Counter-Respondent

\_\_\_\_\_  
 Print Name of Respondent/Counter-Claimant

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 City, State and Zip Code

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 Telephone                      Fax

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 Telephone                      Fax

Date \_\_\_\_\_

Date \_\_\_\_\_

Counsel for Claimant/Counter-Respondent

Counsel for Respondent/Counter-Claimant

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

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

\_\_\_\_\_  
 Print Name of Counsel

\_\_\_\_\_  
 Print Name of Counsel

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