

**Kevin K. Forrester**  
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**Encinitas, California 92024**  
**(760) 944-1918 • (760) 944-3517 fax**

## **ARBITRATION SUBMISSION AGREEMENT**

**1. Agreement.** This Arbitration Submission Agreement is dated \_\_\_\_\_, and entered into by and between the undersigned parties and **Kevin Forrester** who shall serve in the capacity of Arbitrator pursuant to this agreement.

**2. Purpose.** The parties are currently engaged in a dispute concerning certain matters which they wish to resolve through arbitration, and for that purpose have engaged the arbitration services of Kevin Forrester in accordance with the attached Fee Schedule.

**3. Dispute.** The dispute involves \_\_\_\_\_  
\_\_\_\_\_.

**4. Arbitrator.** The parties agree to Kevin Forrester to serve as arbitrator.

**5. Procedure.** The arbitration shall be conducted in accordance with Title 9 of Part 3 of the California Code of Civil Procedure (or as otherwise specified in any applicable written agreement between the parties).

**6. Prehearing Conference.** A prehearing conference will be scheduled at which the parties will agree on procedural matters, arrange for the exchange of information, obtain stipulations, and attempt to narrow the issues to be arbitrated.

**7. Discovery.** The parties may submit a proposed discovery schedule to the arbitrator at the prehearing conference in lieu of discovery as provided by the California Civil Discovery Act (Code of Civil Procedure §§ 2016.010-2036.050).

### **8. The Hearing.**

**a. Hearing Briefs.** The parties must file briefs with the arbitrator at least three (3) days before the hearing, specifying the facts each intends to prove and analyzing the applicable law.

#### **b. Powers of the Arbitrator.**

**(1) Evidence.** Judicial rules of evidence and procedure relating to the conduct of the hearing, examination of witnesses, and presentation of evidence do not apply. The arbitrator will admit any relevant evidence, including hearsay, if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

**(2) Inspection and Investigation.** An arbitrator finding it necessary to make an investigation or inspection must notify the parties of the time and place. The arbitrator must provide them with an oral or written report and give them an opportunity to comment.

**(3) Adjournments.** The arbitrator may, without special notice, recess the hearing and reconvene at reasonable and warranted times and intervals.

**(4) Closing the Hearing.** The arbitrator will close the hearing after presentation of the evidence or receipt of final briefs, if requested. The time limit within which the award must be filed begins to run from the closing of the hearing.

**(5) Reopening the Hearing.** The arbitrator may reopen the hearing at the request of either party any time before the award is made.

**c. Rights of Parties.**

**(1) Representation by Counsel.** The parties have the right to representation by legal counsel throughout the arbitration proceedings.

**(2) Presentation of Evidence and Cross-Examination.** Within reasonable limits, both sides at the hearing may call and examine witnesses for relevant testimony, introduce relevant exhibits or other documents, cross-examine or impeach witnesses who have testified orally on any matter relevant to the issues, and otherwise rebut evidence, as long as these rights are exercised in an efficient and expeditious manner.

**(3) Record of Hearing.** Any party desiring a stenographic record may hire a court reporter to attend the proceedings. The requesting party must notify the other parties of the arrangements before the hearing and must pay the costs.

**(4) Oaths.** On the request of any party, the oral evidence will be given under oath.

**d. The Award.**

**(1) Scope.** The decision will be based on the evidence introduced at the hearing, including all logical and reasonable inferences made from it. The arbitrator may grant any remedy or relief that is just and equitable.

**(1) Time.** The award must be mailed promptly to the parties, but no later than 30 days from the closing of the hearing.

**(3) Form.** The award, which must be made in writing and signed by the arbitrator, will contain a concise statement of the reasons supporting the decision.

**e. Fees and Expenses.**

**(1) Witnesses.** Each party must pay its own witness fees.

**(2) Arbitrators.** Each party must pay its pro-rata share of the arbitrator fees.

**(3) Attorneys.** The arbitrator has the authority to award attorneys' fees to the prevailing party.

**f. Finality.** The award can be judicially confirmed, corrected, or vacated under code of Civil Procedure sections 1285-1288.8. The award is final and binding, and there is no direct appeal from the award on the grounds of error in the application of the law.

Signed before the commencement of the arbitration by each of the persons whose signatures appear below:

\_\_\_\_\_
Date

\_\_\_\_\_
Date

\_\_\_\_\_
Print Name of Party Representative

\_\_\_\_\_
Print Name of Party Representative

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Authorized Signature

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Authorized Signature

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Print Name of Party

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Print Name of Party

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Authorized Signature

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Authorized Signature

Signatures continued: Signed before the commencement of the mediation by each of the persons whose signatures appear below:

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