

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") made and entered into this _____ day of _____, 2020, between and among _____ ("Claimant") and _____ ("Respondent") (collectively, the "Parties"). The Parties agree as follows:

1. The Parties retain Walter K. McDonough and ELK Consulting Services, LLC to serve as Arbitrator in deciding disputes as they relate to a construction project, located at _____ (the "Project"), and which is the subject of a written agreement between the Parties dated as of _____ (the "Contract").
2. Unless the Parties request otherwise prior to commencement of hearings in the arbitration of this matter, the Arbitrator's Award shall be issued in the form of a reasoned award, including a written breakdown of each claim or element of relief sought. No specific findings of fact or rulings of law shall be required.
3. The Parties shall be equally responsible to compensate the Arbitrator at the rate of Four Hundred Thirty-five Dollars (\$435) per hour, shared equally (\$217.50 per hour each) which shall apply to study time, hearing time and writing of the Award. No later than ten days prior to the first hearing date, each party shall pay to the Arbitrator their share of a retainer fee in accordance with an invoice to be distributed to the parties, reflecting the Arbitrator's best estimate of the likely time necessary to heard and decide these disputes.
4. The parties agree that the Arbitrator's decision shall be final and binding, and subject to confirmation in the Mass. Superior Court under M.G.L. c. 251.
5. This agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a complete document.
6. The parties anticipate hearings shall take place at 990 Washington Street, Suite 208, Dedham, MA, or such other place as the parties may mutually agree. As of the date of

this Arbitration Agreement, the scheduled hearing dates are
_____, 202_____.

EXECUTED THIS ____ DAY OF _____, 202____.

[Party Name]

[Party Name]

By:
Title:

By:
Title:

Walter K. McDonough, Arbitrator