



# RESOLUTION-NOW

*Private Arbitration Services*

## Engagement Agreement for Arbitration

\_\_\_\_\_ v. \_\_\_\_\_

NOW COME the parties to the above captioned action through their attorneys, together with Resolution-Now, LLC (R-N, LLC) and agree as follows:

1. The above matter is currently pending in the \_\_\_\_\_ Court for \_\_\_\_\_ County, State of New Hampshire, Docket Number \_\_\_\_\_.
2. The matter is / is not ready for trial.
3. The parties desire to submit the matter to private, binding arbitration pursuant to RSA 542.
4. The parties agree that the arbitration shall be conducted through R-N, LLC by an arbitrator to be selected from the R-N, LLC panel of arbitrators by the parties, in this case \_\_\_\_\_.
5. It is estimated that the hearing will require \_\_\_\_\_ days to complete and will commence at \_\_\_\_\_ a.m. on \_\_\_\_\_ at \_\_\_\_\_.
6. Prior to hearing, the parties will agree to the process and procedures to be followed at the hearing, as set out in the attached Exhibit 1. (Prehearing checklist)
7. A final written decision will be provided by the arbitrator within ten days of the conclusion of the hearing.

8. The parties agree that prior to hearing they will file with the Superior Court an agreement to arbitrate and an assent that the arbitration decision will be entered upon the court docket and confirmed by the court as a final judgment pursuant to RSA 542.

9. The parties will share equally in the cost for the private arbitration, including the arbitrator, facility, administration, as well as any additional cost for special findings/rulings or written opinions, which will be determined at the conclusion of the hearing.

10. The parties agree that the estimated cost for the hearing will total \$2,500 per day, \$1,400 per half day, or any part thereof.

11. The total estimated cost of \$\_\_\_\_\_ shall be paid in advance to R-N, LLC upon execution of this agreement and will be held in escrow in a separate IOLTA account, pending a final decision.

12. In order to guarantee the availability of the Arbitrator, this Agreement with payment must be received by R-N, LLC at least two weeks prior to the scheduled hearing. In the event the hearing is scheduled for more than five days, only the total fees for 5 days need be paid in advance. The remainder shall be paid 48 hours after the close of binding arbitration and before the written decision is issued.

13. In the event the matter settles prior to hearing, it is agreed that a minimum fee representing one full day of hearing shall be non-refundable.

14. The parties agree to indemnify and to hold harmless the arbitrator and R-N, LLC from any claims of damage or injury arising out of the hearing itself or as a consequence of the decision rendered by the Arbitrator.

15. Any disputes arising out of this agreement between either or both parties and R-N, LLC or the selected Arbitrator shall be resolved by private mediation and/or arbitration pursuant to RSA 542.

16. New Hampshire law shall govern as to any dispute arising under or related to this agreement.

17. Any changes or amendments to this agreement shall be in writing and executed by the parties and R-N, LLC.

18. This agreement may be executed in one or more separate counterparts.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Counsel for Petitioner (Plaintiff)

\_\_\_\_\_  
Resolution-Now, LLC  
By its Executive Director, Thomas H. Richards

\_\_\_\_\_  
Counsel for Respondent (Defendant)