

IN THE MATTER OF AN ARBITRATION BETWEEN

Claimant,

And

Respondent

PARTY ARBITRATOR AGREEMENT

A claim, controversy, dispute or difference subject to an arbitration agreement having arisen between _____ ("_____") and _____ ("_____"), which the Parties have agreed to submit to binding arbitration, _____ has appointed Robert A. Gammage as a "Party Arbitrator". _____ is represented by _____ and the law firm of _____ ("Counsel")

- (1) The Party Arbitrator undertakes to make himself available on such dates as may be reasonably required of him.
- (2) The Party Arbitrator undertakes to enter on and proceed with the arbitration and the making of an award subject only to incapacity or unavoidable professional or personal conflict.
- (3) Counsel as agent or as _____ authorized authority for appointment of the Party Arbitrator, consents and confirms the appointment of the Party Arbitrator, and agrees to be jointly and severally liable for the arbitration fees and disbursements as provided for herein.
- (4) Upon execution of this Agreement, a **(\$2,800.00 to \$4,000.00 [\$350.00 - \$500.00 per hour]**, depending on the nature, complexity, and value of the case) fee deposit shall be paid by _____ to and retained by the Party Arbitrator as a non-refundable deposit against subsequent charges.
- (5) A fee of **(\$350.00 - \$500.00)** per hour, or part thereof spent in connection with the arbitration for the purposes of preparation for the arbitration, reviewing submissions and correspondence, pleadings or papers, participating in hearings, meetings, reviewing evidence, deliberating, drafting, making or executing an award, traveling to or from all hearings and other related activities will be charged.
- (6) The daily rate for the arbitration hearing shall be **(\$2,800.00 - \$4,000.00)** per day. The normal hearing time will run from 9:00 a.m. to 5:00 p.m.
- (7) On or before 30 days prior to hearing, the Party Arbitrator shall send to _____ Counsel a bill for the unpaid amount then due for services rendered and request for payment of a deposit, based on the Party Arbitrator's stated rates multiplied by the time reasonably anticipated as needed for attendance at the arbitration, review of arbitration submissions and other materials, and the drafting of and executing of an award.
- (8) On or before seven days prior to the start of the arbitration hearing, Ardent shall pay the Party Arbitrator the amount billed and the deposit. The Party Arbitrator shall hold the deposit in a fund account, drawing on these funds at such time as he renders a bill for services rendered as Party

Arbitrator. Within ten days of the issuance of the final award, the Party Arbitrator shall refund to Ardent any unused portion of the deposit.

- (9) All reasonable disbursements incurred in connection with the arbitration in relation to necessary travel, meals and accommodations will be charged.
- (10) In the event that either Party or both Parties cancel a scheduled arbitration session on less than a two week notice to the Party Arbitrator, the Party Arbitrator shall be entitled to a payment of **(\$1,400.00 - \$2,000.00)** for cancellation of a full day's session and **(\$700.00 - \$1,000.00)** for cancellation of a half-day session ("cancellation fee").
- (11) A cancellation fee of one-third of the fees otherwise payable for days reserved for hearings and/or travel will be charged where the hearings are adjourned or canceled less than 30 days before the first day reserved, unless the adjournment or cancellation is at the request of the Arbitration Panel. However, if the arbitration ultimately proceeds to a hearing and an award, one-half of such cancellation fee will be credited back against fees payable when the award is taken up.
- (12) Ardent hereby waives any claim against the Party Arbitrator arising from the arbitration provided for in this Agreement, except a claim arising from a breach of this Agreement.
- (13) This Agreement is subject to Texas law and the exclusive jurisdiction of Texas courts.
- (14) No change, alteration or modification of this Agreement may be made except in a writing signed by Counsel and the Party Arbitrator.
- (15) If any term or provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable to any extent by a court of competent jurisdiction, such circumstances shall in no way affect any other term or provision of this Agreement.

Counsel for Claimant _____

Party Arbitrator

Date

Date