

ARBITRATION AGREEMENT

State of New York

This Arbitration Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between the following parties:
_____, a natural person / corporation, incorporated under the laws of the state of _____, having its principal place of business at the following address:

[address]
Email: [email address]

and _____, a natural person/ corporation, incorporated under the laws of the state of _____, having its principal place of business at the following address:

[address]
Email: [email address]

The Parties may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties are entering into a legal relationship with each other, described more fully below;

WHEREAS, the Parties wish to resolve any disputes between them out of the court system and through binding arbitration;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - LEGAL RELATIONSHIP:

The Parties are entering into a legal relationship, the nature of which is as follows:

[description of relationship/ agreement]

A contract evidencing this legal relationship is attached. The contract is entitled:

_____.

Article 2 - ARBITRATION:

In case of a dispute between the Parties relating to or arising out of the legal relationship of the Parties as described above, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration.

Article 3 - PROCEDURE:

Any dispute, claim or controversy arising out of or relating to the legal relationship of the Parties as described above or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential arbitration in New York City, before the New York State Arbitration Alternative's arbitrator(s) (the "NYSAA"). The arbitration shall be administered by the NYSAA either online or in person pursuant to its NYSAA Commercial Arbitration Rules & Procedures accessible at www.nysaa.nyc. The NYSAA Rules and Code of Ethics are hereby incorporated in this Agreement by reference. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Article 4 – APPLICABLE LAW:

The arbitrator shall be bound by applicable and governing Federal law as well as the laws of the State of New York.

Article 5 - AWARD:

The Parties agree to be bound by any decision the arbitrator makes, including any judgment on award. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Article 6 - MISCELLANEOUS:

Any modifications to this Arbitration Agreement must be in writing and executed by each Party. None of the terms of this Arbitration Agreement shall be deemed to have been waived by any act or acquiescence of either Party. If any provision or term of this Arbitration Agreement is held to be unenforceable, then this Arbitration Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Arbitration Agreement, valid and enforceable. Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement. This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

EXECUTION:

Name:

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date: _____

Name:

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date: _____