



SPECIALIZING IN MEDIATION & ARBITRATION & DISPUTE REVIEW BOARDS

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CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC

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UMPIRE'S AGREEMENT

PARTY INFORMATION

The parties to this agreement are:

The Claimant:

Claimant Advocate:

The Respondent:

Respondent Advocate:

Claim #

_____ of CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC ("CDRS") shall serve as the "Umpire" (Umpire). The Claimant and the Respondent hereinafter shall be referred to as "Parties" (Party or Parties).

ENABLING AGREEMENT TO RESOLVE

The Parties have retained _____ of CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC, of Santa Fe, New Mexico to serve as an Umpire for the purpose of settling the dispute(s) between the Parties. That process shall be herewith called a hearing (hearing).

The Parties recognize this agreement specifies the Umpire will render his Award pursuant to STATE Insurance Code Section # _____ as the final step in the resolution of this dispute between the Parties. The decision of the Umpire will be made according to documents submitted to CDRS including, but not limited to, the Insurance policy, appraisals, contracts, agreements, engineering reports, technical reports, repair estimates, photographs and other supporting documents and reports and the testimony and information submitted to the Umpire during the hearing. The final Award rendered by the Umpire shall be binding on the Parties and is enforceable in a court of competent jurisdiction.

The Parties agree to remit to CDRS two copies of all information that they would like the Umpire, _____, to review prior to the hearing with an additional copy of that information to be sent to the other Party by a date to be specified by the Umpire.

LEGAL AND PROFESSIONAL REPRESENTATION

The Parties acknowledge that they have been advised by CDRS and/or the Umpire that:

- i) They should each have separate legal representation and should consult privately with their respective attorneys for independent, legal advice. This advice may be necessary prior to signing this Agreement or any other documents that may be completed and executed prior to the commencement of the hearing or at any time during or after the hearing.
- ii) Without review and advice by their own independent, legal counsel, they may be giving up legal rights to which they are entitled, or running risks of which they are not aware.
- iii) They should seek independent tax advice from their attorneys or other qualified tax advisors to assess any possible financial or tax consequences related to the issues involved in this arbitration proceeding.
- iv) Legal representation by an attorney is not required at the Umpire's hearing proceeding; however, it is advised that the Parties have an attorney present.

SCOPE AND AUTHORITY

The hearing will encompass all of the claims each of the Parties may have against the other, all such claims being reasonably known to the Parties at this time. The Parties will, at the conclusion of the hearing, after the Umpire has rendered a final Award, release each other totally from all claims pertaining to this dispute and each shall be stopped from asserting any other claims pertaining to this dispute in the future. If other disputes materialize during this settlement process or after the final Award is rendered upon the conclusion of this Umpire's hearing, the Parties may enter into a separate dispute resolution proceeding. Those new disputed items may not be added to this hearing unless there is a total agreement between the Parties and the Umpire to add those items to this hearing.

As CDRS does not have specific rules and procedures for an Umpire's hearing, the Umpire's authority shall be as stipulated in this Agreement and the CDRS Arbitration Rules and Procedures, which can be found on the CDRS website www.constructiondisputes-cdrs.com, or as specified in other related Agreements or other documents as executed between the Parties.

POSTPONEMENT AND CANCELLATION

Upon a request by a one or both of the Parties, the Umpire shall determine if there is good cause or compelling circumstances that would merit a postponement or cancellation. Non-receipt of the properly executed required documents or of the initial filing fee or deposit by the due date may be considered cause for the CDRS to postpone or cancel the hearing. Please refer to the CDRS website section "Fees and Costs" for standard cancellation and postponement terms. An Umpire's hearing that is postponed or cancelled less than seventy-two (72) hours prior to the scheduled hearing is subject to an additional \$300.00 fee which is payable by the Party (or Parties) responsible for the postponement or cancellation.

COST OF UMPIRE’S HEARING

The parties have agreed to pay to CDRS, on or before _____, 2010, a fee of \$_____ per hour for his professional services plus applicable expenses as specified in the “Fees and Costs” schedule posted on the CDRS website www.constructiondisputes-cdrs.com. The hearing is projected to go as long as ___ hours each day for the ___ days set aside for the hearing. In addition, the Umpire feels that he/she will need approximately _____ hours to review the information concerning this claim. Including _____ travel time and appropriate expenses, we estimate that the cost of the Umpire settlement process shall be approximately \$_____ (___ hours @ \$_____/hour). As a result, each Party is requested to remit a deposit of \$_____ to CDRS by _____, 2010.

If the hearing goes beyond the estimated time allotted for this hearing or if additional travel time or expenses are required of the Umpire, additional fees may be charged. All direct expenses of the parties shall remain the responsibility of the parties such as: attorneys, inspectors, engineers, experts, etc.

ACCEPTANCE

By: _____ Signature of Advocate for Claimant	Date: _____
By: _____ Signature of Advocate for Respondent	Date: _____
By: _____ Signature	Date: _____