

**REAL ESTATE CLAIM FORM AND
AGREEMENT TO ARBITRATE THE MATTER OF
V
CASE #**

This form is our combined Real Estate Claim Form and Agreement to Arbitrate. Paragraphs 1-8 make up the Claim Form and must be completed by each party to define and describe the dispute to be arbitrated. Paragraphs 9 – 12 constitute the Arbitration Agreement and define the rights of the arbitrating parties with each other and with United States Arbitration and Mediation Midwest, Inc. (hereinafter referred to as USA&M). The Agreement to Arbitrate must be signed and dated by all arbitrating parties.

Please return your completed form to USA&M, 720 Olive Street, Suite 2300, St. Louis, Missouri 63101.

STATEMENT OF CLAIM/ANSWER (circle one)

PLAINTIFF/DEFENDANT: _____
(Circle one.) _____

1. Name, address, phone number, and fax number of all parties and attorneys involved in the dispute:

2. Describe the dispute: _____

3. State your position with regard to the dispute:

4. Amount claimed is owed: _____

5. Please identify all witnesses, including experts:

Please attach any contract(s) between the parties, which are the subject matter of this dispute.

6. Approximately how long do you think it will take to present your side of the dispute at the arbitration hearing (**this includes any witnesses that will testify on your behalf**):

7. Is there any lengthy or complex written material you want the arbitrator to consider? ()yes ()no. If your answer is “yes,” identify the written material and when it will be submitted:

8. To aid the arbitrator and USA&M in scheduling the arbitration hearing, please list the dates and the times of the days during the next six weeks that you will be available.

AGREEMENT TO ARBITRATE

9. The parties agree to select an arbitrator and otherwise conduct the arbitration in accordance with the laws of the State of Missouri and the Commercial Rules of USA&M (hereinafter called Rules). No party shall have any ex-parte communication with the arbitrator without the express consent of all other parties. The arbitrator has authority to settle all issues and controversies in the above-described dispute and award appropriate relief. The arbitrator shall be the judge of the admissibility of the evidence offered by the parties. Conformity to legal rules of evidence shall not be necessary. All objections to procedure and/or evidence shall be made as soon as the alleged objectionable procedure and/or evidence occur. Unless otherwise agreed to in paragraph 12, the Internal Rules of Appeal of USA&M does not apply to this contract. The parties agree to pay USA&M in advance, in equal amounts, all fees and costs of the arbitration, which sums shall be paid in full prior to the issuance of an award by the arbitrator. Each party understands that USA&M and the arbitrator shall not be obligated to disclose and/or forward any award of the arbitrator until USA&M has been paid in full. In addition to the immediately foregoing, each party agrees to be fully liable for all fees and costs that shall be awarded by the arbitrator, unless otherwise provided in paragraph 11. Irrespective of paragraph 11, each party agrees to pay a \$350.00 administrative fee to USA&M and to each be fully liable to pay all the selected arbitrator's hourly fee and costs, which includes an override to USA&M, as well as any other cost incurred by USA&M. In the event this matter should be turned over to collection by USA&M, the parties will be responsible for all costs of collection including a reasonable attorney's fee. The attorneys who sign below recognize that they shall be fully liable as their clients, as provided herein, and that it is

10. The parties contract and agree that they will be legally bound by the award and that judgment may be entered on such an award. If any party fails to comply with an award or unsuccessfully challenges an award, that party must pay all of the other party's costs of suit including a reasonable attorney fee incurred to enforce or defend such an award, and legal interest on the amount awarded.
11. **The arbitrator does () does not () have the authority to assess the total costs against one party as part of the award.**
12. **The Internal Rules of Appeal do () do not () apply.**

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