

IN THE MATTER OF AN ARBITRATION
BETWEEN

CLAIMANT

AND

RESPONDENT

TERMS OF APPOINTMENT

A dispute or difference subject to an arbitration agreement having arisen between _____ and _____ (hereinafter referred to as the parties), *YOUR NAME HERE* (hereinafter referred to as the arbitrator) hereby accepts appointment as an arbitrator subject to the following terms:

- (1)) The arbitrator undertakes to make himself available on such dates as may be reasonably required of him having regard to all the circumstances of the case including personal and professional commitments of the arbitrator.
- (2)) The arbitrator undertakes to enter on and proceed with the arbitration and the making of an award subject only to death, incapacity or judicial or other state appointment.
- (3)) The legal representatives of each party or the appointing party for a party arbitrator will give their consent in writing to the appointment of the arbitrator and an undertaking to be jointly and severally liable for his fees and disbursements as provided for herein.
- (4)₁ A fee on appointment of \$250.00 will be paid to and retained by the arbitrator in any event as a non-refundable deposit against subsequent charges.
- (⁵) A fee of \$ 250.00 per hour or part thereof spent in connection with the arbitration for the purpose of preparation for the arbitration or the making of an award, reading papers, travelling or other related activities will be charged.
- (6)) A fee of \$ 250.00 per hour/day or part thereof spent in connection with the arbitration for the purpose of hearings, meetings, inspections, site visits or similar activities will be charged.
- (7)) All reasonable disbursements incurred in connection with the arbitration in relation to travel will be charged.
- (8)₁ All reasonable disbursements incurred in connection with the arbitration in relation to meals and accommodation outside of [arbitrators city] will be charged.

- (9) An advance payment of \$ 250.00 per day for each day reserved for hearings (as a deposit against charges for fees for the days reserved or cancellation fees) is payable within 14 days of confirmation of the reservation or six months in advance of the first day reserved, whichever occurs later.
- (10) A cancellation fee of two-thirds of the fees otherwise payable for days reserved for hearings will be charged where the hearings are adjourned or cancelled within two months of the first day reserved unless the adjournment or cancellation is at the request of the arbitrator save that 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.
- (11) A cancellation fee of one-third of the fees otherwise payable for days reserved for hearings will be charged where the hearings are adjourned or cancelled more than two months before the first day reserved unless the adjournment or cancellation is at the request of the arbitrator save that 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) All fees and disbursements charged by the arbitrator shall be paid within thirty days of their submission as provided for herein.
- (13) Any preliminary, interim or final award shall be taken up within fourteen days from receipt of notice of its publication and all outstanding fees and disbursements charged by the arbitrator shall be paid in full before any final award is taken up.
- (14) This agreement is subject to Texas law and the exclusive jurisdiction of Texas courts.
- (15) The arbitrator is exempt from liability for breach of any legal duty or for any act or omission in connection with or related to the conduct of the arbitration whether or not such act or omission is within jurisdiction.

Accepted for: _____

YOUR NAME HERE Arbitrator

Date _____