

# SIMON MOLE MEDIATION, LLC

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## **Agreement to Arbitrate**

**This Agreement is made between the undersigned Plaintiff and Defendant who hereby agree to the arbitration of all pending issues in Case 20-XX-30094 in the Somewhere County District Court.**

**This is an Agreement to Arbitrate is subject to the Colorado Uniform Arbitration Act, C.R.S. 13-22-201 et seq., as well as the Colorado Dissolution of Marriage Act, C.R.S. 14-10-128.5.**

**1. Scope.** This agreement concerns any issues arising from the undersigned parties' dispute concerning an important issue. By signing this document, the Parties agree to submit this issue to binding Arbitration by Simon Mole of Simon Mole Mediation, LLC.

**2. Time and Place.** The Parties agree that the arbitration will take place by Zoom.us video conference (Meeting ID XXX-XXX-XXX). Arbitration is scheduled for 1:30pm on Thursday August 22<sup>nd</sup>, 2020.

### **3. Arbitration Hearing Rules**

- a. The hearing will be informal. The object is to dispense justice promptly and economically. The Arbitrator will ensure that evidence is offered, and questioning conducted in an orderly and expeditious manner.
- b. In conducting the hearing, the Arbitrator will be guided by basic notions of fairness. Each party will be given a substantively equal and comparable opportunity to present their perspectives. The Arbitrator may consider evidence, and call and question any

witness consistent with the Arbitrator's obligation to be an impartial fact finder, favoring neither one party, nor the other.

- c. The order of proceedings at the hearing will be as follows:
  - i. Before commencing the hearing, the Arbitrator will briefly describe and explain the purposes and procedures of the hearing. Any claim must be proven by a civil preponderance of the evidence.
  - ii. The Plaintiff will offer testimony as to their perspective, and evidence as to the facts concerning any claims made against the Defendant. After such testimony, the Arbitrator, Defendant, or counsel may examine the Plaintiff.
  - iii. The Defendant will offer testimony as to their perspective and evidence to rebut any claims of the Plaintiff. The Defendant may also offer testimony and evidence about any counter-claims they have against the Plaintiff. After such testimony, the Arbitrator and the Plaintiff or counsel may examine the Defendant.
  - iv. The Plaintiff will be allowed an opportunity to offer testimony and evidence to rebut any counter-claims made by the Defendant. If either party offers the testimony of additional witnesses, the order of testimony and the extent of questioning shall be within the discretion of the Arbitrator
  - v. Upon the conclusion of such testimony and examination, the Arbitrator may further examine or allow examination and rebuttal testimony and evidence as deemed appropriate.
  - vi. At the conclusion of all testimony and examination, each party will each be permitted to make a closing statement.
- d. The Colorado Rules of Evidence do not apply to hearings under these rules. However, parties or their counsel may request that the Arbitrator give no weight to evidence that they find

objectionable. The basis for any such requests must be explained in plain English, rather than by reference to the Colorado Rules of Evidence.

- e. Decisions by the Arbitrator will be made according to the laws of Colorado, including the Colorado Revised Statutes.

**4. Default.** The arbitration may proceed in the absence of any party or representative who, after signing this agreement, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

**5. Award.** The Parties agree to abide by and perform any award rendered pursuant to this Arbitration, subject to any applicable rights to seek relief from the awards in a court of competent jurisdiction. The parties further agree that a judgment and any interest due thereon, may be entered upon an Arbitration Award.

**6. Fees.** The Arbitrator charges \$250 per hour (\$125 per party), and he requires a two-hour minimum fee (\$500). The two-hour fee only becomes due if an Arbitration hearing actually commences. If the Arbitration commences, any additional fees beyond the two-hour minimum are due when the session ends. Such additional amounts will include an estimated amount for the time needed to draft a written document of the Award, suitable for filing with a court. The Arbitrator requires each party to contribute 50% to the total fee, unless the Parties have agreed to do otherwise. If one party is in default, the other party may elect to pay the full fee. The Arbitrator is under no obligation to disclose the Arbitration Award until paid in full. The Arbitrator may award a party reasonable attorney fees and costs of arbitration if such an award is authorized by law in a civil action involving the same claim, or by the prior agreement of the parties to the arbitration proceeding.

**7. Payment Arrangements.** Payments may be made by credit card; personal check; trust account check; cash (with receipt provided), or money order. Any party paying by credit card agrees to the Arbitrator charging his or her credit card for the fees. If there is any dispute regarding payment of fees by credit card, which is resolved in favor of the Arbitrator, the party

agrees to the Arbitrator charging any dispute resolution fees to the card of the party who raised the dispute. The Parties agree that if the bank returns payment by check, the party who wrote the check will replace the check with cash or certified funds and be assessed all bank charges plus a \$20 handling fee. Interest of 1.5% per month is due on all unpaid amounts.

**8. Files and Documents.** The Parties acknowledge that the files created by the Arbitrator in his office belong to Simon Mole Mediation, LLC. Any documents provided by the Parties become the property of the Arbitrator. The Parties authorize the Arbitrator to destroy or dispose of all files, exhibits, documents and papers in his possession regarding the Parties' case after the last arbitration session. The document retention policy of Simon Mole Mediation LLC is to erase electronic copies, and to destroy any notes taken in arbitration, together with all hard copies of documents provided by the Parties. This will occur once the time to appeal any award has passed. Simon Mole Mediation, LLC will only retain a copy of this agreement, and the written record of the Award.

The undersigned Parties understand and acknowledge the above:

_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Plaintiff            date

\_\_\_\_\_  
Defendant            date

\_\_\_\_\_  
Counsel for Plaintiff    date

\_\_\_\_\_  
Defendant .    date