

ARBITRATION STIPULATION and ENGAGEMENT

The parties, as part of the complete and final resolution of their divorce case, and as part of the Equitable Division of the Marital Estate, have agreed to a Binding Arbitration of specific issues detailed below if they are not able to resolve these issues detailed below. Those issues are:

1. _____; and,
2. _____.

Each party signing this document expressly and specifically acknowledges that he/she agrees that the listed issues is complete and that he/she agrees to submit those issues to Binding Arbitration. Each party expressly and specifically understands that the Court's entry of a Final Judgment and Decree will incorporate this provision and will be an Order directing that these identified issues be submitted to Binding Arbitration.

Further, in agreeing to Binding Arbitration of these identified issues, each party understands that:

A. ADVESARIAL PROCESS: Arbitration is an adversarial process that will result in an Award by the Arbitrator; however, the normal Rules of Evidence may be relaxed by the Arbitrator as the Arbitrator deems appropriate and may be interpreted liberally so that each party is given ample opportunity for a full and fair hearing. The purpose of this Binding Arbitration is to obtain an independent review of the evidence and the entry of a "Binding Arbitration Award" as to the issues listed above in the case of

_____ in the _____ Court of _____ County, Civil Action No. _____.

B. GOVERNING LAW & RULES: The Arbitrator, as the neutral, will conduct the arbitration in accordance with Georgia Law and other applicable Rules of Arbitration and Alternative Dispute Resolution, (the specific governing rules to be determined by the Arbitrator). The Arbitrator may request all information he / she deems relevant to the issue(s) to be resolved by this arbitration and may visit and inspect any premises or other venue where any asset which is the subject of the arbitration is located. Each party and each party's respective Counsel (if Counsel is involved) agree to cooperate fully with the Arbitrator and to participate fully and in good faith with the Arbitrator in all arbitration sessions and to provide documents and information reasonably requested by the Arbitrator.

C. WAIVERS: Each party - after consultation with Counsel - acknowledges that by entering into this BINDING ARBITRATION certain specific rights are forfeited, those including, but not being limited to: 1. The right to have this matter heard by a Judge or a Jury having jurisdiction of this matter. And, 2. The right to appeal the Arbitrator's Award except as provided by Georgia Law.

D. ARBITRATOR'S ROLE: The Arbitrator is not acting in the capacity of an attorney and does not offer any legal, tax, financial or any other advice; specifically, the Arbitrator is acting as the Judge and decisions-maker. All parties have been informed of and have been encouraged to retain independent legal counsel.

E. SPECIFIC PROCEDURES & AUTHORITY: If the parties have not resolved all of the issues detailed above [(i) within ____ days of the date of this Settlement Agreement; (ii) within ____ days after the entry of the Final Judgment and Decree; or (iii) by _____ (specified date)], then any issue not resolved shall be

submitted to Binding Arbitration. The specific procedures shall apply and govern:

1. ARBITRATOR: [Place 'X' by alternative selected.]

- The Arbitrator shall be _____; or,
 The Attorneys of Record of the parties shall agree on an Arbitrator; or,
 The 'Alternative Dispute Resolution' office of _____ County shall, upon application by either party by submitting this Attachment, shall appoint an Arbitrator.

Additionally, if the Arbitrator named or selected is not able to serve as the Arbitrator, then the 'Alternative Dispute Resolution' office of _____ County shall, upon application by either party by submitting this Attachment, appoint an Arbitrator.

2. INITIATE ARBITRATION PROCESS: Upon identification of the Arbitrator, each party shall contact that person within fourteen (14) days; this contact can be by mail, phone, and/or email and shall include the party's name and all contact information – i.e., mailing address, business / home and cell phone numbers, and email address. Failure of a party to do so timely may be deemed by the Arbitrator as a waiver of that party's intention to participate in the arbitration. Contemporaneously with the contacting of the Arbitrator, each party shall submit a current sworn 'Domestic Relations Financial Affidavit' and a copy of the Settlement Agreement signed by the parties.

3. ARBITRATOR'S FEE: As stated below, the Arbitrator shall have the right to require a retainer to be paid by each party; if the Arbitrator does so, the amount and the date due (no less than 10 days after the setting of the amount) shall be communicated to each party. Failure of either party to pay the requisite retainer by the due date may be deemed by the Arbitrator as a waiver of that party's intention to participate in the Arbitration.

4. ARBITRATION RULES & PROCEDURES: The Arbitrator is authorized and empowered to establish the rules and procedures that are to apply to the arbitration; in doing so, the Arbitrator may speak with each party (or attorney) to determine the most efficient and effective rules and procedures to apply to the arbitration; any such conversation by the Arbitrator shall not be considered an ex parte communication. These Rules and Procedures shall be binding on the parties, and each party's compliance is an absolute requirement of the arbitration; failure of a party to comply with the Rules and Procedures established by the Arbitrator may be deemed by the Arbitrator as a waiver of that party's intention to participate in the arbitration.

The Rules and Procedures established by the Arbitrator shall be communicated to each party (and respective counsel if attorneys are to be involved in the arbitration). In these Rules and Procedures the Arbitrator may require each party to submit documents and information prior to any Hearing and may specify a schedule to apply to the arbitration. If the Arbitrator requires each party to provide specified documents and/or other information, a party's failure to do so may be deemed by the Arbitrator as a waiver of that party's intention to participate in the arbitration or may be grounds for the Arbitrator to deny the documents being admitted into evidence or to deny testimony related to or based on the requested documents. The Arbitrator shall have the right to amend and/or modify these Rules and Procedures as

deemed necessary to facilitate the arbitration, notifying each party of any such changes. The failure of a party to appear for any Hearing without good and justifiable cause shall be deemed a waiver of the party's right to participate in that Hearing; the Hearing may proceed without the party's presence and any Finding or Award of the Arbitrator shall be valid and binding despite the party's absence. If a party misses the Arbitration Hearing (or any part of that hearing), that party shall immediately notify the Arbitrator in writing of the reasons for the failure to be present; the Arbitrator shall have absolute discretion to determine if the reason for not being present is sufficient cause to re-conduct the Hearing.

5. WAIVER of RIGHT to PARTICIPATE: The Arbitrator may find that a party's failure to comply timely with promulgated Rules and Procedures - either one time or cumulatively - constitutes a waiver of the party to participate in the arbitration. If the Arbitrator determines this to be the case, the Arbitrator shall issue a sworn Affidavit stating the basis of this determination and shall send this to each party. This determination by the Arbitrator shall be sufficient grounds for a party to file a Motion for Contempt for the other party's failure to comply with this arbitration procedure and related Court Order.

6. AWARD: At the completion of the arbitration, the Arbitrator shall issue an Award; that Award may – but is not required to – contain a Finding of Facts. The Award shall be in writing, with the original filed with the Court in the file for the case and with a copy sent to each party and to each party's Attorney of Record in the case (even if the attorney did not participate in the Arbitration). The Arbitrator shall issue an Award even if the Arbitrator has found that one party has waived the right to participate in the arbitration.

7. MERGER into FINAL JUDGMENT and DECREE: Each party - after consulting with counsel - specifically and expressly agrees that the filing of the Arbitrator's Award makes the Award a part of the Settlement Agreement entered in to by the parties and also a part of the Final Judgment and Decree and may be enforced accordingly.

F. LIABILITY of ARBITRATOR: Absent misconduct, fraud, or gross negligence, the Arbitrator shall not be subject to liability to the parties as a result of his services as the Arbitrator. Furthermore, each party agrees to indemnify fully, to reimburse, and to hold this Arbitrator harmless for any and all claims, damages, judgments, costs, expenses (including attorney's and any other professional's fees incurred by or on behalf of the Arbitrator) as a result of any subsequent claim, demand or cause of action arising out of or in any way whatsoever related to this arbitration.

G. COMPENSATION of ARBITRATOR: The Arbitrator shall be compensated at the rate established by the Arbitrator. The Arbitrator shall be compensated for all time dedicated to this award including but not limited to any arbitration session(s) held, for all time spent in the arbitration process including any preparation for any such session, for all time meeting with one or both parties (individually or together), and for all time reviewing all evidence and preparing the Arbitration Award; also the Arbitrator shall be reimbursed for any and all out-of-pocket expenses incurred by him or his agent in this matter. The Arbitrator shall be entitled to require that each party pay an initial retainer in an amount specified by the Arbitrator, this to be submitted as required by the Arbitrator; that retainer shall be applied to the Arbitrator's fees and expenses to be paid by each party. The Arbitrator may require the payment of an additional retainer at any time; additionally, and unless otherwise specifically agreed in writing by

the parties or ordered by the Arbitrator as a part of the Arbitrator's Findings and Award, each party shall pay one-half (1/2) of the Arbitrator's total fees and expenses, this to be paid prior to the Arbitrator's presenting his Arbitration Award. The Arbitrator may order that one party pay all or more than one-half (1/2) of the Arbitration costs if a party fails to cooperate with the arbitration process or if, based on the facts and evidence presented, the Arbitrator deems this to be equitable. Provided however, if a party fails to pay all of the fees ordered to be paid by the Arbitrator, then the Arbitrator may withhold the submission of the Award and / or may also seek a Hearing to submit the Award and to obtain a Court Order regarding the payment of the Arbitrator's fees and expenses. Provided further, if a party has paid more than ordered to be paid by the Arbitrator, then that party may seek reimbursement from the other party, and failure of the party to reimburse the other shall be deemed non-compliance with the Court's Order and shall invoke the contempt powers of the Court.

This ____ day of _____, 2__.

Plaintiff *

Defendant *

Counsel of Record * +
Ga. State Bar # _____

Counsel of Record * +
Ga. State Bar # _____

* Print Name under signature

+ No signature required if Counsel not to be present for Arbitration Hearing. **If an attorney is not present for a party, the party's signature above represents that he/she has been advised of the right to have Counsel present and expressly acknowledges the decision to proceed without Counsel.**