



# ALTERNATE DISPUTE RESOLUTION AGREEMENT

The **Employee** whose signature is affixed hereto recognize that there are many advantages to using mediation and arbitration to settle any and all legal disputes and claims, including, but not limited to, all those arising from or in the course of employment. The **Employee** agrees that for many reasons, lawsuits and court actions are disadvantageous to both and that the many benefits and advantages to all parties include: speed of process, cost effectiveness, privacy and confidentiality, use of specialized and experienced decision-makers, and complete due process and fairness to all parties.

In consideration of these many benefits, the continuation of the employment relationship, and by other agreements, the parties hereto mutually agree that this document ("Agreement") shall govern the resolution of all claims and disputes between them. The parties further agree that this Agreement shall include all such claims and disputes involving **Employer's** customers and clients, administrative employers, all agents and other employees, all subsidiaries, affiliates and parent companies and any other person or entity that has agreed to this process.

THEREFORE, Employer and Employee agree that any claim or dispute between them or against the persons or entities named above, whether related to the employment relationship or otherwise, including those created by practice, common law, court decision, or statute, now existing or created later, including any related to allegations of violations of state or federal statutes related to discrimination, and all disputes about the validity of the arbitration clause, shall be exclusively resolved, utilizing a two-step Alternate Dispute Resolution (ADR) process, as follows:

1) First, through mediation utilizing the Rules and Mediator provided by Dispute Systems, Inc., a neutral entity, or its successor; and

2) Failing settlement by mediation, the parties agree that all claims and disputes, including those of jurisdiction and arbitrability, shall be resolved by neutral binding arbitration conducted by the National Arbitration Forum (NAF), under the NAF Code of Procedure in effect at the time any claim is made, this Dispute Resolution Agreement and the Arbitration Rules of Dispute Systems, Inc., or its successor, which are incorporated herein by reference. The parties stipulate that this Agreement involves transactions in interstate commerce, is subject to the Federal Arbitration Act, invoke its jurisdiction and agree that any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.

This is a legal document and any questions or concerns about it should be discussed with legal counsel of **Employee's** choice at his/her expense. **By signing this Agreement, the parties are giving up any right they may have to sue each other. Any right to trial by jury or judicial appeal is expressly waived.**

This Agreement incorporates the entire Agreement of the parties and supersedes and replaces all prior Agreements, written or oral, if any, and may not be changed, except in writing and signed by all parties. This Agreement does not create a contract of employment or in any way alter the "at-will" status of the employment relationship. This Agreement survives the employment relationship.

*You, the **Employee**, in signing below, do individually and on behalf of your heirs, successors, spouse, beneficiaries, administrators, curators, tutors, representatives and assigns, certify that you have actually read, understand and accept all of the terms, conditions and provisions contained in this Agreement.*

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_