



STATEMENT OF CLAIM/ANSWER AND AGREEMENT TO ARBITRATE THE MATTER OF

CASE

This form is our combined Statement of Claim/Answer 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 – 10 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:

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 Arbitration Rules of USA&M (hereinafter called Rules). 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. 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 not the obligation of USA&M to obtain payment from their individual or business client. The exclusive venues for any dispute with USA&M shall be the Circuit Court of the City of St. Louis and the Circuit Court of St. Louis County, Missouri. All parties to the dispute herein and their counsel recognize that at every point in this proceeding USA&M, its employees and the arbitrator are not acting as legal advisor or representative for any party, counsel or any other participant in the arbitration. The parties also acknowledge and agree that the arbitrator is an independent contractor of USA&M. Costs for an internal appeal will be paid in accordance with the published fee schedule, if any, of USA&M. The parties are responsible for providing copies of all documents to all other parties arbitrating their claims herein. In addition, each party shall provide a copy of all pertinent documents to USA&M who shall forward said document(s) to the arbitrator, unless otherwise instructed in writing not to. (Final decisions on this issue shall reside with the Administrator). All documents shall become the property of USA&M and all documents left in the possession of USA&M may be destroyed without further notice thirty days after the Award is signed by the arbitrator. The parties acknowledge by their signature below that they have received a copy of the Rules. Further, by their signature below, the parties agree to be bound by the Rules, which are incorporated by reference

