

ARBITRATION AGREEMENT

We recognize that differences may possibly arise between _____ (“the Company”) and its employees. Both the Company and the Employee agree to resolve any and all claims, disputes or controversies arising out of or relating to employment and/or the cessation of employment exclusively by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its National Rules for the Resolution of Employment Disputes. Some, but not all, of the types of claims covered are: unpaid wages or commissions; discrimination or harassment on the basis of race, sex, age, national origin, religion, disability or any other unlawful basis; breach of contract; unlawful retaliation; wrongful discharge; defamation; and employment-related tort claims. Claims not covered are those claims seeking injunctive relief due to unfair competition, due to the use or unauthorized disclosure of trade secrets or confidential information, or due to the breach of non-disclosure or non-competition covenants.

The Company and the Employee agree that binding arbitration shall be the sole and exclusive remedy for the resolution of claims covered by this Agreement. Copies of AAA’s National Rules are available in the Human Resources office and on AAA’s website (www.adr.org). The Employee understands that if he or she does file a lawsuit regarding a dispute arising out of or relating to his or her employment, the Company may use this Agreement in support of its request to a court to dismiss the lawsuit and require the Employee instead to participate in arbitration of the dispute.

The National Rules will govern the allocation of costs between the parties unless otherwise agreed. The parties agree that the party initiating the arbitration must pay in advance any filing fee required by AAA. The remaining expenses of the arbitration (including AAA’s administrative fees, the arbitrator’s compensation, and any required deposits) shall be divided equally between the parties during the arbitration and are subject to reapportionment by the arbitrator as part of the written award and in accordance with applicable law. Upon a written motion to the arbitrator and upon presentation of evidence demonstrating financial hardship or financial inability to pursue the claim, the arbitrator may order that the Company advance the expenses and costs of the arbitration.

The Employee acknowledges that this is an important document that affects his or her legal rights and that the Employee has been given the opportunity to discuss this Agreement with private legal counsel. If any provisions of AAA’s Rules or of this Agreement are determined by the Arbitrator or by any court of competent jurisdiction to be unlawful, invalid, or unenforceable, such provisions shall be enforced to the greatest extent permissible under the law and all remaining terms and provisions shall continue in full force and effect.

 Company Representative

 Printed Name of Employee

 Title

 Social Security Number Date of Birth

 Signature

 Signature

Date: _____

Date: _____

