



AAA Financial Administration Services Agreement For Non-Administered Cases

1. The AAA will act as an impartial, third-party administrator of the financial aspects of the Parties' non-administered arbitration in accordance with the AAA *Financial Administration Services Procedures For Non-Administered Cases* ("Procedures") and subject to the following terms and conditions.
2. The Effective Date of this Agreement shall be the date on which the AAA acknowledges receipt and acceptance of the fully-executed copy of this Agreement from all Parties. The AAA reserves the right to decline to serve as the financial administrator in its own discretion, in which case the AAA will so inform the Parties.
3. This Agreement shall commence on the Effective Date and continue until the earlier of the following:
 - (A) All Parties agree in a writing submitted to the AAA to terminate this Agreement;
 - (B) The AAA terminates the Agreement with notice to the Parties for failure of one or more Parties to submit deposits or pay invoices when due;
 - (C) The AAA terminates the Agreement with notice to the Parties for failure of one or more Parties to pay the AAA's administrative fees when due;
 - (D) The Parties or the Arbitrator(s) has provided written notice to the AAA that the Arbitrator(s) has rendered an award or the arbitration has otherwise concluded; or
 - (E) The arbitration has been stayed or is otherwise inactive for a period of one year.
4. The AAA's fee for case financial administration services for a two-party arbitration shall include a \$1,250 per party non-refundable initial set-up fee, which also covers the first two months of the arbitration — followed by a \$450.00 per month fee per Party, beginning with the third month of service. For cases involving three or more parties, the AAA's fee shall include a \$900 per party non-refundable initial set-up fee, which also covers the first two months of the arbitration — followed by \$325.00 per month fee per Party, beginning with the third month of service. Upon signing this Agreement, each Party is required to make payment to the AAA for the initial set-up fee. Thereafter, the AAA will bill each Party at the beginning of each month for their portion of the fee. Invoices for AAA fees and costs shall be due upon receipt.
5. The AAA reserves the right to assess additional administrative fees for services or circumstances that go beyond the scope of this Agreement or the Procedures.
6. The Parties are required to provide written notice to the AAA within five days of the termination of the arbitration and/or the issuance of an award or any other resolution of the arbitration proceeding. Notice shall be provided to the AAA staff member assigned to the matter.



Limitation of Liability

- 7. The Parties agree that the AAA is not a necessary or proper party in judicial proceedings related to the Parties' arbitration.
- 8. The AAA, as part of the consideration for the financial administration services, shall not be liable for any acts or omissions done in good faith, nor for any claims, demands or losses, nor for any damages made or suffered by any Party to the Services Agreement, excepting such as may arise through or be caused by its willful or gross negligence.

Requesting Parties and Representatives

By executing the form below, all Parties and their representatives acknowledge that they agree to be bound by the terms of this Agreement. If additional parties or representatives are involved in the arbitration, their contact information and signatures may be provided on a separate page.

Party:			Party:		
Nature of Business:			Nature of Business:		
Party's Representative Name:			Party's Representative Name:		
Firm/Organization Name:			Firm/Organization Name:		
Address:			Address:		
City:	State:	Zip Code:	City:	State:	Zip Code:
Phone:	Fax:		Phone:	Fax:	
Email Address:			Email Address:		
Signature (required):			Signature (required):		