**EMPLOYEE AGREEMENT TO ARBITRATE DISPUTES**

This Agreement to Arbitrate Disputes (the “Agreement”) is made as of the date of execution on the signature page below by and between [COMPANY], (the “Company”), and [EMPLOYEE] (the “Employee”), with each having a place of business at the address indicated on the signature page below. Both the Company and the Employee may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Employee is employed by the Company as [TITLE] and has been employed by the Company since [DATE]; and

WHEREAS, the Parties wish to ensure that all disputes arising from such employment shall be subject to binding arbitration.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. **EMPLOYMENT RELATIONSHIP.** The Parties agree and acknowledge that the Employee is employed by the Company as reflected in the recitals above. This Agreement is provided in consideration of the Employee’s continued employment, which the Employee agrees and acknowledges the Company would not be willing to continue without this Agreement. Moreover, the Employee agrees and acknowledges that the Employee’s terms of employment shall continue as presently implemented and shall remain at-will.
2. **DISPUTE RESOLUTION.** It is the intent of the Employee and the Company that this Section will govern the resolution of all disputes, claims and any other matters in question arising out of or relating to the Parties' employment relationship. The Parties shall resolve all disputes arising out of the employment relationship in accordance with the provisions of this Section.
	1. *Mandatory Arbitration.* The Company and the Employee agree that any claim, complaint, or dispute that relates in any way to the Parties' employment relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, shall be submitted to binding arbitration administered by a mutually-agreed-upon arbitrator in [COUNTY], [STATE] in accordance with its then-applicable employment arbitration rules and governed by the laws of [STATE].
	2. *Covered Claims.* This Section covers all grievances, disputes, claims, or causes of action (collectively, "claims") in a federal, state or local court or agency under applicable federal, state or local laws, arising out of Employee's employment with the Employer and the termination thereof, including claims Employee may have against the Employer or against its officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise, or that the Employer may have against Employee other than those Excluded Claims defined below.
	3. *Claims Not Covered.* Claims not covered by this Agreement are claims under the Fair Employment Housing Act, claims for workers' compensation, unemployment compensation benefits, administrative charges for unfair labor practices brought before the National Labor Relations Board, and/or any additional claims that are otherwise not permitted to be subject to arbitration under applicable law (“Excluded Claims”). Nothing in this Agreement shall be interpreted to mean that employees are precluded from filing complaints with any state or federal administrative agency.
	4. *Notice.* Arbitration shall be initiated upon the express written notice of either party. The aggrieved party must give written notice of any claim to the other party. Written notice of an Employee's claim shall be mailed by certified or registered mail, return receipt requested, to the address listed below. Written notice of the Employer's claim will be mailed to the last known address of Employee. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based.

Company

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Employee

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

* 1. *Compelling Arbitration/Forcing Award.* Either Party may bring an action in court to compel arbitration under this Agreement or to otherwise determine the arbitrability of claims under this Agreement, and to confirm, vacate or enforce an arbitration award, and each Party shall bear its own attorney fees and costs and other expenses of such action.
	2. *Arbitration Fees and Costs.* The Employer shall be responsible for the arbitrator's fees and expenses. Each party shall pay its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the Arbitrator may award reasonable attorneys' fees and costs to the prevailing party. Any dispute as to the reasonableness of any fee or cost shall be resolved by the Arbitrator.
	3. *Voluntary Agreement.* By initialing below, the Parties represent that they have been given the opportunity to fully review, comprehend and negotiate the terms of this Agreement. The Employee understands the terms of this Section and freely and voluntarily agrees accordingly.

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[COMPANY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**EMPLOYER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip