

MATRIMONIAL ARBITRATION AGREEMENT

This Agreement is entered into between _____ and _____, parties to a divorce action (Docket # _____) currently pending in the _____ County Probate and Family Court. The parties hereby agree that the issues set forth below shall be resolved by binding arbitration in accordance with Mass. Gen. Laws ch. 251, and judgment may be entered on the award issued by the arbitrator in the Probate and Family Court.

1. Arbitrator: The parties appoint David A. Hoffman as Arbitrator.
2. Applicable law: The parties agree to be guided by the laws of the Commonwealth of Massachusetts during the arbitration process and also agree that the Rules of Evidence may be applied or relaxed at the discretion of the Arbitrator.
3. Record: The parties have agreed to waive a court reporter during the arbitration hearing. The Arbitrator may tape record the proceedings for his own assistance in preparing the arbitration award.
4. Issues: The following issues will be submitted to arbitration in lieu of a trial to the Court:
 - (a) Division of property and ancillary issues related thereto;
 - (b) Spousal support;
 - (c) Attorney fees and costs;
 - (d) Any other issue properly raised by the parties which would otherwise be within the jurisdiction of the Probate and Family Court;
 - (e) Pre-trial motions; i.e., discovery, temporary orders, etc.; and
 - (f) _____
5. Procedure: The format for the arbitration shall be determined by the Arbitrator, with the objective of expediting the hearing.
6. Location of hearing. The arbitration shall take place at the offices of the Boston Law Collaborative on _____, 2005, and on such dates thereafter, if necessary, as the parties may agree or, failing agreement, the Arbitrator may determine. After a date for arbitration has been set, adjournments will be at the discretion of the Arbitrator.
7. Payment of arbitrator. The parties agree to pay the Arbitrator at the rate of \$400 per hour including time spent in preparing the arbitration award. An advance payment in the amount of \$5,000 per party shall be paid to the Arbitrator prior to the commencement of the hearing. As the Arbitrator is setting aside the entire day for the arbitration, there will be a four-hour charge (\$1,600) if the arbitration is adjourned or cancelled by the parties with less than two week's notice, the cost to be paid by the party or parties requesting or causing the postponement. The

balance of the Arbitrator's fees, if any, is to be paid as determined by the Arbitrator prior to the issuance of the arbitration award, unless other arrangements satisfactory to the Arbitrator have been made.

- 8. Arbitration award. The Arbitrator is authorized to make interim rulings on pre-hearing motions, and the Arbitrator will issue an arbitration award in writing and deliver a copy of the award to each party within thirty days after the record is complete. The award shall be binding upon both parties, subject only to the applicable rules and law in the Commonwealth of Massachusetts for arbitrations (specifically, Mass. Gen. Laws ch. 251). The Arbitrator reserves jurisdiction for a period of 14 days following the issuance of the Award to receive a motion to correct any errors or omissions in the Award. The Arbitrator shall resolve any disputes as to form or content of the Award.

- 9. Modification. No modification of this Agreement may be made except by a writing signed by the parties hereto.

- 10. Miscellaneous: The parties shall exchange and file with the Arbitrator, (a) on or before _____, 2005, an Arbitration Statement describing the factual and legal issues to be addressed in the arbitration, and (b) on or before _____, 2005, copies of each party's proposed exhibits and a list of proposed witnesses.

[Name of Party]

[Name of Party]

David A. Hoffman
Arbitrator

Date: _____