

DISPUTE RESOLUTION AGREEMENT FORM

2-19-2011

- A. **MEDIATION:** All SACRAMENTO AREA MODELERS member, event participants, guests and/or visitors to the SACRAMENTO AREA MODELERS facilities or activities agree to mediate any/all disputes or claims arising between them and the SACRAMENTO AREA MODELERS Bylaws, events or field rules or any other related activity involving SACRAMENTO AREA MODELERS, its members, event participants, guests and/or visitors, before resorting to arbitration or court action. Mediation fees, in any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS SIGNED.**
- B. **ARBITRATION OF DISPUTES:** (1) All SAM Club members, event participants, guests and/or visitors to the SAM Club facilities or activities agree that any dispute or claim in Law or equity arising between them which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph (2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years experience of CALIFORNIA CODE OF CIVIL PROCEDURE experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The Parties shall have the right to discovery in accordance with California Code of Civil Procedure, Section 1283.05. In all other aspects, the arbitration shall be conducted in accordance with Title 9 of a Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. The Federal Arbitration Act shall govern interpretation of this agreement to arbitrate.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** Any matter that is within the jurisdiction of small claims court shall be excluded from mediation and arbitration. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a Waiver of the mediation and arbitration provision.

"NOTICE: BY SIGNING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISIONS DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPREA, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVE PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"We HAVE READ AND UNDERSTOOD THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Print Full Name
Date

Signature

[Faint signature and date lines]