DEBORAH MASUCCI

ARBITRATOR RETAINER AGREEMENT

1. Purpose

The Party, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, has chosen to

appoint me, Deborah Masucci, to serve as a party appointed

arbitrator (“Arbitrator”), in a currently pending dispute. {The

arbitration will be conducted on an ad hoc basis without an

administering institution}or {The arbitration will be administered

by \_\_\_\_\_\_}.

The party agrees to proceed under the \_\_\_\_\_\_\_\_\_\_\_Rules of

\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. Neutrality

The Party understands and agrees that I shall act in a strictly

neutral capacity as a decision-maker and not as a mediator

or advocate for either party.

3. Fees

Fees for my services by will be determined by the number of hours

(or portion) spent on the matter, plus expenses.

I will bill on this basis for all time spent on the matter, including

initial contacts after the execution of this agreement, electronic

communications and telephone conferences, travel, reviewing

submissions and other material in preparation for the hearing,

hearing, post-hearing deliberations, and preparation of awards. I

will charge an hourly rate for services of $ , which rate will

remain in effect for the duration of the arbitration. My time is

billed in quarter-hour increments.

Case management services are included in my hourly fee.

Expenses, such as conference room and meal charges, long

distance telephone, transportation or copying charges, will be

billed at cost, which in some cases may be estimated. Invoices will

be prepared monthly and are payable within 30 calendar days

thereafter.

4. Cancellation Policy

If a scheduled arbitration hearing is cancelled more than 30

calendar days before a session, professional fees are fully

refundable, except to the extent my preparation time has already

been incurred.

Scheduled arbitration dates cancelled or rescheduled in less than

30 days will incur cancellation charges based upon an eight-hour

day for each day reserved unless the time can be scheduled by me

for another matter. If an arbitration session is completed in less

time than was reserved, the actual time reserved but not used will

be billed unless my time can be scheduled for another matter.

5. Advance Payment

The Party agrees to my fees and expenses as follows:

The Party agrees to pay an advance amount of $\_\_\_\_\_, as

estimated by me for fees and expenses. This is an estimate only,

and the Party is responsible for all fees and expenses incurred. The

party shall pay an advance amount prior to the commencement of

the case set forth in an invoice to be forwarded to the Party. All

advance fees not used will be returned to the Party at the

conclusion of the Arbitration. If the advance account is exhausted

prior to the end of the Arbitration, the Party may be asked to

replenish the account. I retain the right to suspend the proceedings

in the event any invoices are not timely paid.

The deposit will be maintained in a non-interest bearing account.

6. Disqualification of Arbitrator and Exclusion of Liability

The parties agree not to call me as a witness or as an expert in any

pending or subsequent litigation or arbitration involving the parties

to the arbitration. The parties agree to defend and/or assume the

costs and attorneys’ fees of defending me from any subpoenas

from third parties arising out of this Agreement or the arbitration.

The parties agree to pay me my hourly rate set forth above for time

spent in connection with any proceeding in which I might become

involved arising out of or relating to the Arbitration.

The parties agree that I will have the same immunity from liability

for any act or omission in connection with the arbitration as judges

have under applicable state and federal law.

7. Agreement

If the above is acceptable, would you kindly have the enclosed

copy of this Retainer agreement executed by the Party and returned

to me along with the initial deposits payable to Deborah Masucci. I

will execute the Arbitrator’s Oath annexed hereto upon receipt of

an executed copy of the Retainer Agreement and disclosure of all

parties to the dispute and their counsel.

Deborah Masucci,

Arbitrator\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Agreed to

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date