



AGREEMENT TO ARBITRATE EMPLOYMENT-RELATED DISPUTES

This Agreement to Arbitrate Employment-Related Disputes (the "Agreement") is made and entered into between _____(hereinafter referred to as "Employee"), and Employee Professional, it's subsidiaries, affiliates, officers, directors, shareholders, employees, agents, supervisors, and co-workers, as well as any joint employer and its subsidiaries, affiliates, officers, directors, shareholders, employees, agents, supervisors, and co-workers, (thereinafter referred to collectively as the "Company") as of the day and year first written below.

1. Scope of Agreement

The purpose of this Agreement is to provide a forum for the final and binding resolution of all disputes arising out of, or in any manner connected with or related to the employment of Employee by the Company, including but not limited to any class or individual cause of action relating to any claim of discrimination, sexual harassment, harassment, retaliation, or wrongful discharge, whether arising under federal or state law, by a statute, rule, regulation or common law.

THIS IS NOT AN AGREEMENT OF EMPLOYMENT, OR PART OF AN AGREEMENT OF EMPLOYMENT, BETWEEN THE EMPLOYEE AND THE COMPANY. FURTHER, THIS AGREEMENT DOES NOT ALTER, CHANGE OR MODIFY IN ANY MANNER THE 'EMPLOYMENT AT WILL' NATURE OF EMPLOYEE'S RELATIONSHIP WITH THE COMPANY.

2. Agreement

NOW THEREFORE, the parties agree that any legal or equitable claims or disputes arising out of or in connection with the employment, the terms and conditions of employment, or the termination of employment will be settled by binding arbitration. This Agreement applies to the following allegations, disputes, and claims for relief, but is not limited to those listed: wrongful discharge under statutory law and common law; employment discrimination based on federal, state or local statues, ordinances, or governmental regulations; retaliatory discharge or other actions; compensation disputes; tortuous conduct; contractual violations (although on contractual relationship, other than at-will employment exist between Employee and Company other than this Agreement to arbitrate); ERISA violations; and other statutory and common law claims and disputes, regardless of whether the statute was enacted or whether the common law doctrine was recognized at the time this Agreement was signed.

The arbitration proceedings shall be conducted in _____(City), _____(State), in accordance with the National Rules for the Resolution of Employment Disputes ("National Rules") of the American Arbitration Association ("AAA") in effect at the time a demand for arbitration is made. The Employee is entitled to representation by an attorney throughout the proceedings at his or her own expense.

One arbitrator shall be used and shall be chosen by mutual agreement of the parties. If, within thirty days after the Employee notifies the Company of an arbitrable dispute, no arbitrator has been chosen, an arbitrator shall be chosen by AAA pursuant to its National Rules. The arbitrator shall coordinate and limit as appropriate all prearbitrable discovery, which shall include document production, information requests, and depositions. The arbitrator shall issue a written decision and award, stating the reason therefore. The decision and award shall be exclusive, final, and binding on both parties their heirs, executors, administrators, successors and assigns. The costs and expenses of the arbitration shall be borne evenly by the parties.

The parties understand and agree that by signing this Agreement, they are agreeing to substitute one legitimate dispute resolution forum (arbitration) for another (litigation), and thereby are waiving their right to have their disputes resolved in court. This substitution involves no surrender, by either party, of any substantive statutory or common law benefit, protection or defense.

The parties agree that this is not intended to add to, create, or imply any contractual or other right of employment. The parties' employment relationship is at-will, and no other inference is to be drawn from this Agreement.

This _____ day of _____ 200__ .

EMPLOYEE:

COMPANY:

Name

Name

Social Security Number

Title

Signature

Signature