

**AGREEMENT TO MEDIATE AND ARBITRATE EMPLOYMENT DISPUTES**

\_\_\_\_\_ (“Company”) and \_\_\_\_\_ (“Employee”) agree that any and all claims, disputes, or controversies by or among the Company, the Employee and/or any other employee of the Company, (except claims for workers’ compensation benefits, unemployment benefits and those not subject to arbitration specified below) shall be submitted to mediation in \_\_\_\_\_(location) administered by the Association of Professional Arbitrators and Mediators, L.L.C. (“APAM”) pursuant to the then current APAM rules. If mediation fails to resolve the claim, dispute, or controversy, the claim, dispute or controversy shall be resolved by binding arbitration in \_\_\_\_\_ administered by APAM pursuant to the APAM rules, employment version. Those rules are available on the APAM website at [www.aopaam.com](http://www.aopaam.com) or from the Company upon request.

The arbitrators shall determine the arbitrability of the claims, disputes, and controversies. The parties will abide by and perform any decision rendered by the APAM panel. A judgment may be entered on any APAM decision in any court having jurisdiction.

**By executing this agreement the parties give up their rights to litigate in court any and all claims, disputes and controversies between them. However, nothing in this agreement shall be construed as limiting the at-will nature of the employment relationship between the parties. The Employee may terminate his/her employment at any time for any reason or for no reason without notice and the Company may terminate the Employee’s employment at any time for any reason or no reason without notice.**

**Nothing in this agreement shall be construed as requiring arbitration in connection with termination of employment, adverse employment action, changing the terms of employment, or disciplining the employee (except when such termination, action, changes or discipline is alleged to have been caused by or to have resulted from discrimination, retaliation, harassment, or violation of a statutorily protected right of the employee because the employee is in a protected class). Further, as stated above, this agreement does not apply to claims for Workers’ Compensation benefits, claims for unemployment compensation benefits, or any claims that may not legally be arbitrated.**

This agreement shall survive the termination of the employment relationship between the parties so that disputes must be mediated and arbitrated even if instituted after the employment relationship has ended.

This \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

EMPLOYEE:

COMPANY:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Duly Authorized Representative