

NORTH CAROLINA)
)
_____ COUNTY) **AGREEMENT TO ARBITRATE AND
AGREEMENT FOR ARBITRATION
PROCEDURES**

THIS AGREEMENT TO ARBITRATE AND AGREEMENT FOR ARBITRATION PROCEDURES, hereinafter referred to as “agreement,” is made on this the ____ day of _____, 20____, by and between _____ and _____;

WITNESSETH:

THAT WHEREAS, the parties agree to submit certain matters in controversy to arbitration for a final determination pursuant to N.C.G.S. § 50-41, *et seq.*;

WHEREAS, the arbitration is to be conducted subject to the conditions and provisions set forth herein.

NOW, THEREFORE, said parties for and in consideration of the acts and things herein respectively agreed by them and to be done and performed, do mutually agree, each with the other as follows:

I. Basic Rules. The arbitration shall be conducted pursuant to the North Carolina Basic Rules for Arbitrating Family Law Disputes (Basic Rules) in force as of the date of the execution of this agreement, except these Basic Rules: [*here list numbered Basic Rules that the parties agree shall not apply*].

II. Optional Rules. The arbitration shall also be conducted pursuant to these North Carolina Optional Rules for Arbitrating Family Law Disputes (Optional Rules) in force as of the date of the execution of this agreement: [*here list numbered Optional Rules that parties agree shall apply*].

III. Additional Rules. These additional rules shall govern this arbitration: [*here list any additional rules*].

IV. Arbitrator[s]. The parties appoint _____ to serve as arbitrator[s].

V. Issues: The following issue[s] shall be submitted to arbitration:

1. _____
2. _____
3. _____
4. _____

VI. Arbitration Award. The parties agree to faithfully abide by and perform any arbitration award.

VII. Severability. In the event any of the provisions of this agreement are deemed to be invalid or unenforceable, the same shall be severed from the remainder of this agreement and shall not cause invalidity or unenforceability of the remainder of this agreement. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

IN WITNESS WHEREOF, the parties hereunto affix their respective hands and seals of the date subscribed on the first page of this agreement.

_____ (Seal)

_____ (Seal)