



**American Board of Forensic Odontology, Inc**

ABFOexam@abfo.org

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**Binding Arbitration Agreement**

All American Board of Forensic Odontology, Inc. (ABFO) Diplomates and applicants for certification shall agree to be bound by the following:

1. The parties agree that any controversy or claim arising out of or relating to the ABFO, its Bylaws or its actions as a private, professional credentialing organization, or this agreement, or the breach thereof, whether involving a claim in tort, contract or otherwise, shall be settled by final binding arbitration administered by the American Arbitration Association in accordance with that Association's rules.
2. *Parties* means all ABFO Diplomates or applicants for certification thereto. This Binding Arbitration Agreement is mandatory for all parties that are active, retired, suspended and/or emeritus. Application for certification and/or continued membership that with respect to status is active, retired, suspended, and/or emeritus is deemed acceptance of this Agreement.
3. When necessary, arbitration shall be before one neutral arbitrator that is to be selected in accordance with the Commercial Rules of the American Arbitration Association. Arbitration shall proceed under the Expedited Procedures of those Commercial Rules.
4. Arbitration proceedings are initiated when the complaining party serves written demand for arbitration upon the other party. The written demand shall contain a detailed statement of the matter and facts in support of the demand and include copies of all related documents.
5. At least thirty (30) days before the arbitration hearing, the complainant and respondent must exchange lists of witnesses, including any expert witnesses and copies of all exhibits to be used at the arbitration hearing. Arbitration must be initiated within two (2) years of the date of occurrence of the alleged controversy or claim by submitting a written demand to the other party.
6. The arbitration hearing shall be conducted at the time of the ABFO annual meeting, unless the parties agree to another arrangement.
7. The complainant and respondent agree that the arbitrator shall first rule that the claim is *bona fide* and not vexatious or frivolous. Then the issue of liability will be determined prior to receiving evidence or testimony on any damage claim. In the

event that liability is found, the arbitration hearing shall continue before the same arbitrator to resolve all damage issues.

The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to make agreements containing material errors of law or to award punitive damages or to add to modify or refuse to enforce any agreements between the parties.

The arbitrator shall make findings of fact and conclusions of law and shall have no authority to make any award that could not have been made by a court of law. The prevailing party or substantially prevailing party's costs of arbitration are to be borne by the other party, including reasonable attorney's fees.

8. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive procedural laws of Nevada.

I have read this Binding Arbitration Agreement and I agree to it:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant