



Demand for Appraisal Form

Instructions for Submittal of Appraisal to AltCourt

GENERAL

Insured's Name _____ and Insurance Company's Name _____ entered into an insurance policy # number _____ which provides, in part, for the parties to appoint appraisers and for the appraisers to appoint an Umpire to reach an Appraisal award pursuant to the "2 out of 3" rule.

Appraiser name _____ has been appointed appraiser for Plaintiff's Name _____ and Appraiser's Name _____ has been appointed appraiser for Defendant _____.

The insured agrees that the Umpire shall have the maximum authority allowed under the aforementioned policy of insurance unless the appraisers jointly agree in writing to limit or expand the authority of the Umpire. According to the above insurance policies the appraisers have agreed to Umpire _____ as the Umpire.

CONFIDENTIALITY

The participants to Appraisal process agree and acknowledge that umpiring by its very nature involves discussions of the issues, facts and problems involved in the dispute and may ask for the revelation of information that may be considered confidential. The parties are encouraged to reveal to the Umpire whatever information they deem appropriate to bring the process to a fair and correct conclusion. The parties therefore acknowledge and agree that in order for the process to be as effective as possible, the Umpire as well as all participants must be free to openly and candidly discuss all issues involved in the dispute and therefore must be insulated and protected from being compelled to testify, produce records or otherwise reveal information, opinions, views, facts, documents, positions, or statements brought out or made during the umpiring process.

Therefore, Insured agrees not to make any effort to compel the Umpire, anyone associated with AltCourt, or any other participant in the Appraisal process, to testify or otherwise reveal information, opinions, views, facts, documents, positions, statements, or conduct brought out during the process.

The Insured and the Umpire agree that the above confidentiality agreement shall not apply in the following events:

- it is necessary for a party to enforce the damage award agreed upon per the "2 out of 3" rule, or
- a party seeks to modify or challenge the award based solely on the ground specified in the Federal Arbitration Act, 9 U.S.C. §§ 10 and 11.

UMPIRE: the Umpire, by signing this agreement hereby acknowledges that he/she has revealed all known conflicts. The

Insured, by going forward, hereby agrees that he/she/it is satisfied with the Umpire's disclosure.



Demand for Appraisal Form

Instructions for Submittal of Appraisal to AltCourt

INDEPENDENT CONTRACTOR STATUS

The parties hereto and the Umpire understand and agree that the Umpire is an independent contractor and not an employee of AltCourt.

APPRAISERS

The appraisers, by signing this agree that they have made all necessary representations to the Umpire to allow the Umpire to make a determination of potential conflicts of interest.

FEES: the fees will be charged as follows:

- Each party shall pay a deposit of \$1000.00. The deposit consists of a \$500.00/party non refundable case management fee with \$500.00/party to be applied to the Umpire's fee.
 - The Umpire's hourly rate shall be \$425.00/hour, billed on a quarter hour basis.
 - Any necessary travel and other extraordinary expenses incurred by the Umpire.
 - The Umpire's finding will be sent to AltCourt. When all fees and costs are paid in full by the insured, the Umpire's decision to the parties.
 - The person responsible for payment by the insured must sign this agreement, including his/her/its full name, address (both physical and email address), and insured's agent (if applicable).

In the event of non-payment by the insured, the insured hereby assigns his/her/its rights against the insurer for any money due to AltCourt® from the proceeds of the policy which may be due to the insured as a result of the Appraisal process.

Venue for any collection by AltCourt disputes arising under this contract shall be a court of appropriate jurisdiction in the State of _____. If AltCourt must pursue collection, attorneys' fees and a 1% per month carrying charge will be added to all delinquent invoices. Further the Insured waives the above confidentiality provisions in the event and to the extent necessary for AltCourt to enforce collection of its/the Umpire's fees.



Demand for Appraisal Form

Instructions for Submittal of Appraisal to AltCourt

PLEASE SIGN AND PRINT NAME IN FULL.

Insured(s):

Print Name

Signature

PHYSICAL Address

Date

Phone Number

E-mail address

Print Name

Signature

PHYSICAL Address

Date

Phone Number

E-mail address

Print Name

Signature

PHYSICAL Address

Date

Phone Number