



## ADR Contract Agreement

It is the purpose, intent and agreement of companies, which are now or may hereafter be signatory to this Agreement, to arbitrate or mediate disputes that may arise among signatory companies arising from damages to underground facilities including, but not limited to, any cost of damage incurred by the owner or operator or excavator as the result of any delay in the excavation project while the underground facility is restored, repaired, or replaced, exclusive of civil penalties that arise in Colorado and are related to Colorado facilities which are reasonably deemed to exceed \$350.00, but are less than, or equal to, \$5,000.00.

Accordingly, the undersigned agrees with each and every one of the signatory companies as follows:

- 1.** The company specified below acknowledges that the Rules of Procedure for Alternative Dispute Resolution adopted by UNCC pursuant to the authority of § 9-1.5-101 of the Colorado Revised Statutes is incorporated into this Agreement by reference in its entirety. This applies as well to any subsequent amendments to the Rules that may be adopted by the Board of Directors of UNCC.
- 2.** As a signatory company, the undersigned agrees to process any dispute or claim regarding a matter within the jurisdiction of the alternative dispute resolution provisions of UNCC, strictly through the arbitration and mediation provisions adopted by UNCC and not to utilize civil courts, except as expressly permitted by the Rules.
- 3.** Signatory company specifically acknowledges that the arbitration provided under UNCC procedures is final and binding and any decision issued may be enforced in a court of law. Claimants must prove claims by a preponderance of the evidence in order to prevail. All decisions of the arbitration panel are final and binding, and not subject to any further appeal, except as may be available under Colorado civil rules of procedure applicable to arbitration decisions.
- 4.** Each signatory company will provide to UNCC an individual experienced in the industry who would be suitable to serve as an arbitrator for inclusion on UNCC's panel of arbitrators in accordance with the Rules of Procedure adopted from time to time by UNCC. The signatory company agrees that the individual so provided will not expect to receive any compensation from UNCC or any of the parties to cases on which the individual serves as an arbitrator for such service. Additionally, such individual must be available for the training that may be required by UNCC from time to time.
- 5.** This agreement may be terminated by the undersigned sixty (60) days after providing written notice by certified mail/return receipt requested to UNCC. Such termination will have no effect on any cases then pending, whether already assigned to an arbitration panel or merely in the administrative process.



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**For:**

**Signature:**

**Date:**

**Address:**

**Telephone:**