

**FRANCHISE ARBITRATION AND MEDIATION SERVICES**

**DEMAND FOR ARBITRATION**

TO: \_\_\_\_\_  
(Name of party upon whom the demand is made)

Whose address is: \_\_\_\_\_  
\_\_\_\_\_

WITH A COPY TO: \_\_\_\_\_  
(Name of Respondent's representative)

Whose address is: \_\_\_\_\_  
\_\_\_\_\_

On or about \_\_\_\_\_, you and the below named Claimant entered into a franchise agreement (or other contract) containing an agreement to arbitrate disputes between you and Claimant before an arbitrator referred by FranArb, Inc., doing business as Franchise Arbitration and Mediation Services ("FAM"), in accordance with its rules and procedures. BE ADVISED that Claimant hereby demands arbitration under the terms of said agreement.

Arbitration is to be conducted at \_\_\_\_\_. Attached to this demand is the clause of the franchise agreement or other contract providing for arbitration of disputes. Copies of the arbitration agreement and this demand are being filed with FAM, 3501 Jamboree Road, Suite 6000, Newport Beach, California 92660-2960, and constitutes a request that FAM commence the process of referring arbitrators to Claimant and Respondent. You may file an answering statement at any time until the arbitration commences. If you have questions, please contact a FAM representative by FAX at 949-856-3245 or by phone at 949-854-0374.

Also accompanying this Demand for Arbitration is a check or checks payable to FAM in the aggregate amount of \$950 (for a single arbitrator proceeding) or \$1,900 (for a multiple arbitrator proceeding), as the non-refundable administrative and referral fee for the arbitration. The parties acknowledge that (i) each FAM arbitrator charges their hourly rate (not to exceed \$500) in increments of .25 hour, (ii) a retainer for the services of the arbitrator selected by the parties shall be due and payable to the arbitrator prior to commencement of the arbitration and (iii) final payment for services rendered by the arbitrator will be made within five business days after the conclusion of the arbitration hearing. A written decision will be transmitted to the parties not later than 20 business days after the arbitrator has received full payment for arbitration services. The undersigned further acknowledges that the arbitrator shall not release any decision, settlement agreement or award to either disputant until all fees and costs owing to the arbitrator have been paid.

CLAIMANT'S SUMMARY OF NATURE OF DISPUTE: \_\_\_\_\_  
\_\_\_\_\_

DAMAGES OR RELIEF SOUGHT: \_\_\_\_\_

NAME OF CLAIMANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

CLAIMANT'S REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_