

THE FAMILY LAW TRIBUNAL OF D.P.R.
AGREEMENT TO PARTICIPATE IN BINDING
DIVORCE ARBITRATION

DPR Number: _____-FLT-D

Arbitration of: _____ (“Husband”) and _____ (“Wife”)

FC-D No. _____ (if any)

Husband and Wife (“the parties”) hereby agree with Dispute Prevention & Resolution, Inc. (DPR) and _____ (“Arbitrator”) to participate in a binding arbitration proceeding to determine the issues relating to the divorce of the parties indicated in paragraph 1 below. Arbitrator has agreed to serve in the capacity of a neutral and unbiased arbitrator and will provide arbitration services to the parties on an impartial basis. The parties, DPR, and Arbitrator agree to follow and abide by the DPR Arbitration Rules, Procedures & Protocols, as established by DPR, receipt of which is hereby acknowledged by the parties. To the extent that this Agreement conflicts with said Rules, this Agreement shall govern.

1. The parties agree that the following issues relating to their divorce shall be determined by the Arbitrator (each party indicates his or her agreement to submission of a specific issue to the Arbitrator by initialing before the issue):

- (a) H:___ W:___ Whether there is a previously made enforceable premarital, marital, or divorce agreement.
- (b) H:___ W:___ How property should be divided and how debt should be paid.
- (c) H:___ W:___ Whether there should be spousal support and, if so, how much and for how long.
- (d) H:___ W:___ How custody of the parties’ minor child(ren) should be arranged.
- (e) H:___ W:___ What provisions should be made for child support, including education and medical expenses.
- (f) H:___ W:___ What provisions should be made for implementing and enforcing the terms of the divorce.
- (g) H:___ W:___ Other (specify): _____.

2. The parties agree that the Arbitrator may grant any and all remedies that the Arbitrator determines to be just and appropriate under the law of divorce in the State of Hawaii. In the Award of Arbitrator, the Arbitrator shall determine who shall pay all of the arbitration-related fees and costs,

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including the Arbitrator's compensation and expenses; DPR's fees and expenses; and attorney's fees and costs.

3. The parties understand and agree that the Arbitrator shall be immune from all liability in regard to all actions performed pursuant to this Agreement. The Arbitrator shall not be named as a party, called as a witness, be required to show cause, or otherwise appear or respond in any proceeding related to or arising out of his role as arbitrator, except that the Arbitrator may be called as a witness in a proceeding in which a party has applied to the Family Court to vacate the Award of Arbitrator pursuant to HRS Section 658-9 (a copy of which is attached hereto and receipt of which is acknowledged by the parties). If the Arbitrator is so called, the parties hereby agree to compensate him for his time at the rate set forth herein.

4. The parties further agree that the Arbitrator may, at any time in the Arbitrator's discretion, make application on their behalf to the Family Court for an order appointing the Arbitrator as a Family Court commissioner for the sole purpose of carrying out the intent of this agreement.

5. In cases involving custody and/or visitation, the parties may, at the request of the Arbitrator, agree that the Arbitrator may appoint a mental health professional to interview the parties and/or their child(ren) and make recommendations to the Arbitrator. If the parties agree to have the Arbitrator make such an appointment, then

- (a) the fees and expenses of the mental health professional so appointed shall be paid by the parties,
- (b) the mental health professional shall report only to the Arbitrator, and
- (c) the mental health professional shall be considered as an extension of the Arbitrator and, as such, covered by the immunity provisions of this Agreement which apply to the Arbitrator.

6. The Arbitrator's Award shall set forth the Arbitrator's findings in such detail as is reasonably sufficient to allow the parties and the Family Court to comprehend the Arbitrator's reasons for the Award.

7. The parties agree that the Arbitrator's Award shall be submitted to Family Court for confirmation and for issuance of a Final Decree of Divorce based thereon.

8. The parties agree that neither of them shall seek for any reason to have the Arbitrator's Award vacated or otherwise set aside except as specified in HRS Section 658-9, a copy of which is attached.

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9. The parties and the Arbitrator recognize that, under divorce law of the State of Hawaii, the provisions of an Arbitrator's Award respecting spousal support, custody, visitation, child support, and other matters relating to minor children may in varying degree require Family Court approval. The parties agree that they will submit the Arbitrator's Award to the Family Court for approval without a hearing and that Family Court approval shall be urged based solely on the Award and the official record of the arbitration hearing, if any.

10. If the Family Court declines to approve any part of the Arbitrator's Award, it is agreed that all matters covered by the Award shall be remanded to the Arbitrator for further proceedings leading to the issuance of an Amended Award which shall be submitted to Family Court for approval.

11. The DPR/Arbitrator fee is \$____.00/hour, plus GET, plus any out of pocket expenses. Initially the parties are responsible for the DPR/Arbitrator's fees and out of pocket expenses on an equal basis. DPR shall collect deposits from the parties in advance for all fees and expenses to be incurred in this matter. All funds deposited with DPR shall be held in trust. DPR will issue payment to the Arbitrator at the conclusion of this matter and in accordance with this Agreement.

Husband
Date: _____

Wife
Date: _____

_____, Arbitrator
Date: _____

Dispute Prevention & Resolution, Inc.
By: _____
Its:
Date: _____