

**IN THE COURT OF COMMON PLEAS  
OF LUZERNE COUNTY**

<p>Plaintiff/s</p> <p>vs.</p> <p>Defendant/s</p>	<p>Civil Division</p> <p>No. _____ - _____</p>
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**AGREEMENT TO CONDUCT ARBITRATION  
HEARING BY VIDEOCONFERENCE**

And now, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, it is hereby agreed by and between the above captioned Plaintiff(s) and Defendant(s), as of the date of this Agreement, as follows:

1. The parties agree that the hearing in this case will be conducted via Zoom videoconference. This Agreement confirms that the arbitration hearing will be deemed to have taken place in Luzerne County, Pennsylvania; and
2. The parties acknowledge that they have made their own investigation as to the suitability and adequacy of Zoom for its proposed use for the videoconferenced arbitration hearing and of any risks of using Zoom, including any risks regarding its security, privacy or confidentiality, and they agree to use Zoom for the arbitration hearing; and
3. The parties acknowledge that they have advised/instructed their clients about conducting the arbitration hearing by videoconference; including any risks, advantages, and disadvantages in using and appearing by videoconference, and waiving any and all rights to appear in person at the arbitration hearing; and
4. It is agreed that any party participating by videoconference for the arbitration hearing shall either mail or hand deliver a packet of all marked exhibits for the arbitration panel to Court Administration. The exhibit packet must be received at least three (3) days prior to the scheduled arbitration hearing. The exhibit packet must include a cover sheet that contains the case name, the name of the party submitting the exhibit packet, the date of the arbitration hearing; and addressed to Court Administration, Attention: Arbitration. Any party that does not comply waives any and all rights to show or submit missing exhibits into evidence, subject to the arbitration panel's discretion; and
5. The parties agree to waive any and all rights to appear in person at the arbitration hearing, consistent with Paragraph (17); and

6. The parties may agree to allow one or more of the parties to appear in person at the arbitration hearing, while allowing others to appear by videoconference, consistent with Paragraph (17); and
7. The parties may agree to allow any and/or all witnesses to appear by videoconference, while other witnesses may appear in person at the time of the arbitration hearing, consistent with Paragraph (17); and
8. The parties acknowledge that if one or more of the parties is not present at the arbitration hearing, either in person or by videoconference, the matter may be heard at the same time and date before a Judge of the Court without the absent party or parties. There is no right to a trial de novo on appeal from a decision entered by a Judge; and
9. The parties agree that while conducting the arbitration hearing by videoconference, they will follow the Pennsylvania Rules of Civil Procedure, Luzerne County Rules of Civil Procedure, and any requests from the board of arbitrators; and
10. The parties agree to file this Agreement with the Luzerne County Clerk of Judicial Services and Records (Prothonotary) and provide a copy of the filed Agreement to Court Administration; and
11. The parties acknowledge that this Agreement does not guarantee that the arbitration hearing will be conducted by videoconference, as conducting the arbitration hearing by videoconference is subject to Court Administration's discretion and availability. Court Administration will contact the parties to confirm that the arbitration hearing will take place by videoconference; and
12. This Agreement contains all of the parties' terms, conditions, and covenants relating to the subject matter of this Agreement and supersedes all prior understandings, negotiations, representations, and covenants, oral or written, concerning its subject matter, and no other representations, covenants or agreements shall be deemed to exist or to bind any of the parties; and
13. No modification or alterations of this Agreement shall be valid unless made in writing and signed by both parties; and
14. Each party acknowledges that they have carefully read this Agreement and understand its terms, that all understandings and agreements between the parties to this Agreement relating to the subjects covered in this Agreement are contained in it, and that each party has entered into this Agreement voluntarily and not in reliance on any promises or representations by the other party, other than those contained in this Agreement itself; and
15. Each party acknowledges that they have been given the opportunity to discuss this Agreement with private legal counsel and have availed themselves of that opportunity to the extent they wish to do so; and
16. The parties agree to fill out and complete the identifying information of each person that requires access to the videoconference hearing (each person that has a separate computer or is in a

different location), found below. The information includes each party or representing attorney's name, email address, and telephone number, which Court Administration will use to email links to the videoconference hearing and contact the parties in the event of a malfunction during the arbitration hearing; and

17. The parties agree that:

- The Plaintiff(s) will appear by videoconference.
- The Defendant(s) will appear by videoconference.
- The Plaintiff(s) will appear in person, NOT by videoconference.
- The Defendant(s) will appear in person, NOT by videoconference.
- Some or all of the Plaintiff's witnesses will appear by videoconference.
- Some or all of the Defendant's witnesses will appear by videoconference.
- Other:

The following information is submitted for providing access for the videoconference hearing (please provide the same information for every person that requires access to the videoconference hearing):

Plaintiff: \_\_\_\_\_ Defendant: \_\_\_\_\_

Attorney: \_\_\_\_\_ Attorney: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Plaintiff: \_\_\_\_\_ Defendant: \_\_\_\_\_

Attorney: \_\_\_\_\_ Attorney: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

I have read, or have had read to me, the Agreement to Conduct Arbitration Hearing by Videoconference. I fully understand and agree to follow the Agreement and intend to be legally bound hereby.

Signed by:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

Attorney for \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

Attorney for \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

Attorney for \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

Attorney for \_\_\_\_\_