

**AGREEMENT TO USE INDEPENDENT FILM & TELEVISION ALLIANCE® ARBITRATION**

*(for use if the contract pertaining to the dispute does not provide for IFTA Arbitration)*

This Agreement is made between \_\_\_\_\_  
and \_\_\_\_\_ (collectively, the "Parties").

WHEREAS, the Parties have entered into an agreement dated \_\_\_\_\_  
(the "Contract"); and

WHEREAS, a dispute has arisen between the Parties under the Contract (the "Dispute"); and

WHEREAS, the Parties desire to have the Dispute resolved by final and binding arbitration ("Arbitration") under  
the Independent Film & Television Alliance Rules for International Arbitration (the "Rules").

NOW THEREFORE, in consideration of the premises, the Parties hereby agree as follows:

1. The Dispute shall be resolved by final and binding Arbitration under the Rules. Each party waives any right to adjudicate the Dispute in any other court or forum, except that a party may seek interim relief before the start of Arbitration as allowed under the Rules.
2. The Arbitration shall be held in \_\_\_\_\_ (city or country) and shall be governed under the laws of \_\_\_\_\_ (state or country) if consistent with the Rules. Otherwise, the Arbitration shall be held in Los Angeles, California, and governed under the laws of the State of California.
3. The Parties shall abide by any decision in the Arbitration and any court having jurisdiction may enforce it. The Parties submit to the jurisdiction of the courts in the Forum to compel Arbitration. The Parties agree to accept service of process in accordance with the Rules.
4. The Parties agree to pay all applicable Arbitration filing fees and arbitrator fees.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of \_\_\_\_\_ (Date).

THE PARTIES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax