



# Contracts

DRAFTING MEDIATION AND ARBITRATION CLAUSES

## INTRODUCTION

Due to the high costs and time delays of lawsuits, parties are turning to alternative dispute resolution. This brief guide provides sample language for practitioners who want to include enforceable, effective mediation and arbitration agreements in their contracts.

A valid dispute resolution agreement can take many forms and can be used in many contexts. The following language adequately expresses the parties' intent to submit all disputes to mediation or binding arbitration. However, this language is just a starting point for drafting a dispute resolution agreement. Additional language, especially within the context of a specific industry, expected type of dispute, or desired type of remedy, may be necessary for parties to take full advantage of the efficacy and efficiency of mediation and arbitration.

### **Standard Mediation Clause**

The parties agree that any claim or dispute relating to this agreement, or any other matters, disputes, or claims between us, shall be subject to non-binding mediation if agreed to by you and us within 30 days of you or us making a request to the other by letter. Any such mediation will be held in the federal judicial district in which you reside, and shall be conducted according to the mediation rules of the National Arbitration Forum.

### **Standard Arbitration Clause**

**The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration.**

We agree that any claim or dispute between us, and any claim by either of us against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not signatories to this agreement, whether related to this agreement or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the National Arbitration Forum under the *Code of Procedure* in effect when the claim is filed. The *Code of Procedure* and other information, including a fee schedule, may be obtained from the National Arbitration Forum website ([www.adrforum.com](http://www.adrforum.com)) or by calling 800-474-2371. Claims may be filed with the National

Arbitration Forum via U.S. mail to P.O. Box 50191, Minneapolis, MN 55405-0191.

We are entering into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

### **ABOUT THE NATIONAL ARBITRATION FORUM**

The National Arbitration Forum (FORUM) is one of the world’s leading providers of alternative dispute resolution services, including arbitration and mediation. Committed to the integrity of America’s legal process, the FORUM has maintained a distinguished panel of attorneys and retired judges who follow and apply the substantive law when rendering legal decisions for the past 20 years. FORUM mediators and arbitrators are located across the U.S. and in various countries around the world. For more information visit the FORUM’s website at [www.adrforum.com](http://www.adrforum.com) or contact the FORUM at 877-655-7755.