



SAMPLE DISPUTE RESOLUTION CONTRACT PROVISION (CONSTRUCTION)

The parties agree that any claim or dispute relating to this agreement, as well as any other matters, disputes, or claims between them, shall first be Mediated and/or Arbitrated in an attempt to resolve any and all issues. Initially, the parties agree to consider mediating the dispute. The parties agree that any claim or dispute between the parties that arises out of this contract or the relationship or obligations contemplated under this contract, including the validity of this Mediation and Arbitration clause, if not resolved through Mediation, shall be resolved through final and binding Arbitration to be administrated by National Arbitration and Mediation (“NAM”). The parties agree that all Mediations and Arbitrations shall be governed by NAM’s Comprehensive Rules and Procedures and the fee schedule in effect at the time such claim is filed. Any award of the Arbitrator is final and binding, and may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. NAM can be contacted at 800-358-2550 att: Construction Claims Dept., to file a claim for Mediation or Arbitration, respond to any questions regarding the dispute resolution process, or to request a copy of NAM’s current Comprehensive Rules and Procedures and fee schedule. This agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. §1-16.

This clause is provided merely as a reference point and NAM encourages that independent legal advice is sought for the purposes of preparing an Arbitration or Mediation pre-dispute provision.