



## SAMPLE DISPUTE RESOLUTION CONTRACT PROVISION (EMPLOYMENT)

### EMPLOYMENT ARBITRATION CLAUSE

Should any dispute between Employee and Employer arise at any time out of any aspect of the employment relationship, including, but not limited to, the hiring, performance or termination of employment and/or cessation of employment with the Employer and/or against any employee, officer, alleged agent, director, affiliate, subsidiary or sister company relationship, or relating to an application or candidacy for employment, Employee and Employer will confer in good faith to resolve promptly such dispute. **In the event that Employer and Employee are unable to resolve their dispute, and should either desire to pursue a claim against the other party, both Employer and Employee agree to have the dispute resolved by final and binding Arbitration. The Employee and Employer agree that the Arbitration shall be held in the county and state where Employee currently works for Employer or most recently worked for Employer.**

The Arbitration shall be conducted by an Arbitrator(s) provided by an impartial third-party Arbitration provider, NAM (National Arbitration and Mediation) (“NAM”), and be subject to NAM’s Employment Rules and Procedures and the Fee Schedule in effect at the time the claim is filed with NAM. To obtain a copy of NAM’s Employment Rules and Procedures and the Fee Schedule in effect, or for general inquiries regarding the dispute resolution process, NAM can be contacted at 1-800-358-2550, Att: Employment Division.

All previously unasserted claims arising under federal, state or local statutory or common law and all disputes relating to the validity of this contract, as well this Arbitration provision, shall be decided by final and binding Arbitration. Any award of the Arbitrator(s), is final and binding, and may be entered as a judgment in any court of competent 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 in effect.

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