



## A NATIONWIDE FULL SERVICE CONFLICT MANAGEMENT FIRM

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### **MEDIATION LAW GROUP™ RESOURCES**

#### **Sample Mediation and Arbitration Clauses**

*For use in an organization's contracts (excluding employment contracts).*

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The following are sample mediation and arbitration clauses for use in an organization's contracts (*excluding* employment contracts). You are advised to seek independent legal advice from a qualified attorney as to the ramifications of including such alternate dispute resolution language in your contracts.

**NOTE: If you incorporate these clauses into a contract, please advise Mediation Law Group™ at 1-866-403-8690 or by email to [admin@mediationlawgroup.com](mailto:admin@mediationlawgroup.com)**

#### **Sample clause for mediation, followed by *binding* arbitration:**

##### ***Paragraph 1:***

The parties recognize that resolving disputes through processes alternate to the courts is often faster, more economical and confidential than the traditional court process, and tends to preserve relationships between the disputing parties.

##### ***Paragraph 2:***

Therefore, in the event a dispute arises out of, or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties shall first make a good faith attempt to settle the dispute by mediation administered by Mediation Law Group™ (MLG), before commencing arbitration, litigation, or some other dispute resolution procedure.

##### ***Paragraph 3:***

IF ANY PARTY HERETO INITIATES AN ARBITRATION OR COURT PROCEEDINGS BASED UPON A DISPUTE TO WHICH THIS PARAGRAPH APPLIES, WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION BEFORE MLG, THEN IN THE DISCRETION OF THE ARBITRATOR(S) OR JUDGE, SUCH PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES, EVEN IF FEES WOULD OTHERWISE BE RECOVERABLE BY THAT PARTY IN ANY SUCH ARBITRATION OR COURT PROCEEDING.

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**Paragraph 4:**

In the event the parties are unable to resolve their dispute by mediation, the parties shall submit their claims to binding arbitration before MLG, under its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties further acknowledge that where emergency interim relief is required by a party to this agreement, including but not limited to injunctive relief and orders for the protection or conservation of property and/or disposition of disposable goods, such relief may be granted by an MLG arbitrator upon application under the MLG Arbitration Rules, even when the dispute is still in the mediation phase of resolution. The parties acknowledge and agree that an application for such emergency interim relief shall not constitute a waiver or breach of mediation requirements under this provision.

**Paragraph 5:**

IF ANY PARTY HERETO INITIATES COURT PROCEEDINGS BASED UPON A DISPUTE TO WHICH THIS ARBITRATION PARAGRAPH APPLIES, WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION AND ARBITRATION BEFORE MLG, THEN IN THE DISCRETION OF THE JUDGE, SUCH PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES, EVEN IF FEES WOULD OTHERWISE BE RECOVERABLE BY THAT PARTY IN ANY SUCH COURT PROCEEDING.

**Sample clause for mediation, followed by *advisory* arbitration:**

***Incorporate Paragraphs 1 – 3 above, and add the following paragraphs:***

In the event the parties are unable to resolve their dispute by mediation, the parties shall submit their claims to *advisory (non-binding) arbitration* before MLG, under its Arbitration Rules. The parties further acknowledge that where emergency interim relief is required by a party to this agreement, including but not limited to injunctive relief and orders for the protection or conservation of property and/or disposition of disposable goods, such relief may be granted by an MLG arbitrator upon application under the MLG Arbitration Rules, even when the dispute is still in the mediation phase of resolution. The parties acknowledge and agree that an application for such emergency interim relief shall not constitute a waiver or breach of mediation requirements under this provision.

IF ANY PARTY HERETO INITIATES COURT PROCEEDINGS BASED UPON A DISPUTE TO WHICH THIS ARBITRATION PARAGRAPH APPLIES, WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION AND ARBITRATION BEFORE MLG, THEN IN THE DISCRETION OF THE JUDGE, SUCH PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES, EVEN IF FEES WOULD OTHERWISE BE RECOVERABLE BY THAT PARTY IN ANY SUCH COURT PROCEEDING.

**Sample clause for mediation only:**

***Incorporate Paragraphs 1 – 3 above.***

**Sample clause for *binding arbitration* only:**

***Incorporate Paragraph 1 above, and add the following paragraphs:***

Therefore, in the event a dispute arises out of, or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties shall submit the dispute to *binding* arbitration administered by Mediation Law Group™ (MLG), under its Arbitration Rules.

IF ANY PARTY HERETO INITIATES COURT PROCEEDINGS BASED UPON A DISPUTE TO WHICH THIS ARBITRATION PARAGRAPH APPLIES, WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION AND ARBITRATION BEFORE MLG, THEN IN THE DISCRETION OF THE JUDGE, SUCH PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES, EVEN IF FEES WOULD OTHERWISE BE RECOVERABLE BY THAT PARTY IN ANY SUCH COURT PROCEEDING.