



ARBITRATION RIDER IDAHO

This Rider is made part of the Lease Agreement dated _____, (the "Lease")
between _____

("Landlord") and

_____ ("Tenant")

concerning the leased space commonly known as _____
(the "Premises").

- 1. Claims Subject to Arbitration.** Other than an action by Landlord against Tenant for nonpayment of Rent or for unlawful detainer or ejection, any controversy or claim arising out of or relating to the Lease, or the breach thereof, shall be resolved by arbitration, including any issue about whether a claim is covered by this Rider or the validity of the selection of an arbitrator. The party who invokes the provisions of this Rider must provide to all other parties a written demand for arbitration, which provides a concise statement of the claim.
- 2. Arbitration Method.** The arbitration shall be conducted pursuant to the American Arbitration Association (the "AAA") Commercial Arbitration Rules with Expedited Procedures in effect on the date the parties entered into the Lease, except as modified by this Rider. The arbitration, however, shall not be administered by the AAA.
- 3. Arbitrator Selection.** The dispute between the parties shall be heard and decided by one arbitrator, who shall be an attorney with at least fifteen (15) years commercial real estate law experience. Each party shall submit a list of three proposed arbitrators within ten (10) days of the arbitration demand. The parties shall negotiate in good faith to select an arbitrator from those submitted by them. If, however, the parties do not select an arbitrator within five (5) days after both parties submit their lists or the end of the ten (10) day period to submit names, whichever occurs first, then the parties shall each select an arbitrator and the two selected arbitrators shall choose a third who shall hear the matter.
- 4. Additional Arbitration Rules.** The parties agree that neither party shall have the right to conduct discovery except as the arbitrator shall authorize. The arbitration hearing shall be conducted within ninety (90) days of the arbitration demand.
- 5. Applicable Law.** The arbitrator shall apply substantive law of the state in which the Premises are located and may award any remedy available at law or equity, including an award of attorney fees and costs to the prevailing party.
- 6. Mediation.** If either party demands mediation within forty-five (45) days after the arbitration demand, the parties shall submit the dispute to nonbinding mediation, which shall not delay the arbitration date.
- 7. Venue.** Venue for the arbitration shall be in the County where the Premises are located.
- 8. Compliance with Law; Severability.** This Rider is intended to comply with the Idaho Uniform Arbitration Act (Idaho Code Title 7, Chapter 9), and, except to the extent the Act permits the parties to vary their arbitration provisions, nothing in this Rider shall be construed to contradict or conflict with the Act. If, however, any provision of this Rider is invalid or unenforceable, it shall be severed from the Rider, and the remaining provisions shall be valid and enforceable to the full extent of and in full compliance with the law.

INITIALS: LANDLORD _____ DATE _____ TENANT _____ DATE _____
LANDLORD _____ DATE _____ TENANT _____ DATE _____