



ARBITRATION RIDER

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

This Arbitration Rider ("Rider") is made part of the lease agreement dated _____, 20____ (the "Lease") between _____ ("Landlord") and _____ ("Tenant") concerning the leased space commonly known as _____ (the "Premises"), located at the property commonly known as _____ (the "Property").

- 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 the arbitrator. The party who invokes the provisions of this Rider shall provide to all other parties a written demand for arbitration, which provides a concise statement of the claim(s).
- 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 of 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 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 and Venue.** 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's fees and costs to the prevailing party.
- 6. Mediation.** If either party demands mediation within twenty (20) days after the arbitration demand, the parties shall submit the dispute to mediation which shall not delay the arbitration date. If the parties cannot agree on a mediator, the arbitrator shall appoint one.
- 7. Venue.** Venue for the arbitration shall be in the County where the Premises are located.

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