**sUGGESTED Predispute Arbitration and Multi-step Dispute Clauses**

**for Incorporation into Contracts**

**Arbitration Clause – Regular Arbitration Rules**

Any dispute, claim or controversy arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the Cincinnati Bar Alternative Dispute Resolution Services (CBADR) in accordance with its then current Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Arbitration Clause – Expedited Arbitration Rules**

Any dispute, claim or controversy arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the Cincinnati Bar Alternative Dispute Resolution Services (CBADR) in accordance with its then current supplemental Expedited Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Arbitration Clause – Expedited Arbitration Rules – Documents Only Proceedings**

Any dispute, claim or controversy arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the Cincinnati Bar Alternative Dispute Resolution Services (CBADR) in accordance with its then current supplemental Expedited Arbitration Rules for Documents Only Proceedings under Expedited Rule 7, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Arbitration Clause – Employment Case Procedures**

Any dispute, claim or controversy arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the Cincinnati Bar Alternative Dispute Resolution Services (CBADR) in accordance with its then current Arbitration Rules, including the supplemental Employment Case Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Multi-step Dispute Resolution Clause – Regular Arbitration Rules**

In the event there is any dispute, claim or controversy (“dispute”) arising out of or relating to this contract, or the breach thereof, the parties hereby agree that the dispute shall be resolved in accordance with the following dispute resolution process. As the first step in the process, the aggrieved party must give written notice to the other party describing the dispute in reasonable detail and the parties shall then engage in good faith negotiations for resolution of the dispute. If the parties through negotiation do not resolve the dispute within [30] days after receipt of the written notice, either party may then initiate mediation in accordance with the then current Mediation Rules of Cincinnati Bar Alternative Dispute Resolution Services (CBADR). If the parties are unable to resolve the dispute within [30] days after a party has initiated mediation, the dispute at the election of either party to demand arbitration shall be settled by arbitration administered by CBADR in accordance with its then current Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Optional Provisions**

The foregoing clauses may be supplemented with the following additional provisions:

1. The place and legal seat for the arbitration shall be \_\_\_\_\_\_\_\_\_\_. (Note: in the absence of a designated locale, the seat of the arbitration will be Cincinnati, Ohio, per Rule 20.)
2. The number of arbitrators shall be [one or three]. (Note: Under Rule 12.A, there is a single arbitrator unless the parties agree otherwise. Also, a panel of three arbitrators is not appropriate for arbitrations under the Expedited Arbitration Rules.)
3. The language of this arbitration shall be English. (Note: consider for international cases.)