

## ARBITRATION—SUBMISSION TO ARBITRATION

We, the undersigned parties, agree to submit to arbitration, before [name an arbitrator or] a Fellow of the College of Commercial Arbitrators, and using the Commercial Rules of the American Arbitration Association, the following dispute: [describe dispute *precisely* or refer to pending court case]. We further agree that any court having jurisdiction to do so may enter a judgment upon the award made in this arbitration.

**Comment by Ed Costello:** Unlike mediation, it may be *crucial* to describe precisely just what dispute is being submitted for decision by arbitration. If for no other reason, this agreement may be used to test whether the arbitrator has exceeded his/her powers. Note that this simple agreement is sufficient to bind a party to go to arbitration. If, for instance, one of the parties should resist arbitration later on, a court could—and would (we hope)—compel that party to arbitrate. If the party continued not to participate in the arbitration, a hearing could be had and a valid award rendered *in his absence*.