

## NHSCA Model Arbitration Clause

*ver 10/31/11*

**ARBITRATION.** All disputes or claims between the parties arising out of this agreement or the parties' relationship, shall be settled by final and binding arbitration held in the county of the customer's address; provided however, either party may bring an action in small claims court if the amount is within the court's jurisdictional limits. By entering into this Agreement the parties acknowledge that they are giving up the right to a jury trial and/or class arbitration or consolidation.

The arbitration shall be conducted by the American Arbitration Association pursuant to its Consumer Procedures or any other mutually agreeable arbitration service. The Company agrees to reimburse the customer for filing and administration costs not to exceed \$125, unless the arbitrator determines that the claim is frivolous.

For claims of \$10,000 or less, the customer has the exclusive right to choose whether the arbitrator will conduct an in-person hearing, a telephonic hearing, or a "desk" arbitration wherein the arbitration is conducted solely on the bases of documents submitted to the arbitrator.

The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

NOTE: This clause is not endorsed as required by law or by the NHSCA. It is simply provided as model language, which may be adopted as providers see appropriate and would be consistent with current law and the Supreme Court decision in AT& T Mobility LLC v. Concepcion, Case No. 09–893, April 27, 2011.