



# Arbitration Rules

## 1. Agreement of Parties

- a. Unless the parties agree otherwise, these Rules, as in effect at the time of initiating the arbitration, shall apply. The parties, by written agreement, may vary the procedures set forth in these Rules.
- b. If persons who have a legal interest in the dispute refuse to consent to arbitration, the arbitration shall affect only the rights and responsibilities of those joined as parties.

## 2. Administration by PeacePoint

When parties agree to arbitrate under these Rules, they authorize PeacePoint to administer the arbitration unless their agreement expressly designates another administrator. PeacePoint may carry out its duties and responsibilities through any of its staff or designated representatives selected in PeacePoint's sole discretion. PeacePoint may decline to administer any matter for any reason.

## 3. Agreement to Submit to Arbitration

Where there is no contract requiring arbitration but those involved in a dispute agree to arbitrate the matter through PeacePoint, the parties may initiate proceedings with PeacePoint by each party sending a completed Party Information form and completed Party Questionnaire to PeacePoint along with a check in payment of the applicable filing fee. If the matter involves marriage issues, a completed Marriage Questionnaire should be sent, as well. Once this information is received from all parties, PeacePoint will consult with the parties and provide the parties with an Agreement to Arbitrate for signature and return. Unless the parties state otherwise on the Agreement forms, all claims and counterclaims will be deemed to be denied by the other party.

## 4. Arbitration Provision in a Contract

- a. If the parties have a contract that contains an arbitration provision, and the provision specifies that the arbitration shall be administered by PeacePoint, then any party to the contract may begin the arbitration process by sending to PeacePoint a written demand for arbitration accompanied by a check for the applicable filing fee. PeacePoint shall send notice of the filing to all of the parties.
  - (i) The responding party may file an answering statement with PeacePoint within 10 business days from the date of PeacePoint's notification of the filing of the Demand and send a copy of the answer to the initiating party at the same time.
  - (ii) If the responding party asserts a counterclaim, it shall contain a statement setting forth the nature of the counterclaim, the amount involved, if any, and the remedy sought. If a counterclaim is made, the party making the counterclaim shall forward a check for the applicable filing fee to PeacePoint with the answering statement.
  - (iii) If the responding party does not file an answering statement within the allotted time, it will be deemed to have denied the claim. Failure to file an answering statement shall not delay the arbitration.
- b. If the parties' contract specifies that arbitration be administered by an entity or organization other than PeacePoint, the parties must mutually agree in writing to designate PeacePoint as the administrator of the arbitration.

## 5. Changes of Claim

With the agreement of the other party or with the consent of the arbitrator, any party's claim or counterclaim may be increased in amount or the party may add a new or different claim or counterclaim. After the arbitrator is appointed, however, no new or different claim or counterclaim may be submitted except with the arbitrator's consent.

## 6. Jurisdiction

- a. The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.
- b. The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. For the purposes of challenges as to whether any dispute is arbitrable, the arbitration clause shall be considered as separable from any contract of which it is a part. A decision by the arbitrator that the contract is null and void shall not for that reason alone render the arbitration clause invalid.
- c. A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim with respect to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

## 7. Mediation

At any stage of the arbitration, the parties may agree to go to mediation using PeacePoint's Mediation Procedures. The mediator shall not be the arbitrator appointed unless the parties agree in writing that the arbitrator shall serve as their mediator. If claims or counterclaims remain to be resolved after the mediation is concluded, a new arbitrator shall be appointed to determine those claims or counterclaims unless all of the parties agree that their mediator shall serve as their arbitrator.

## 8. Location of the Arbitration

- a. The parties may mutually agree on the location (city and state) where the arbitration is to be held. If one party requests that the hearing be held in a specific location and no other party files an objection within 7 business days after being notified by PeacePoint of the requested location, the location shall be the one requested.
- b. If any party objects to the location requested by another party, the arbitrator shall make a final determination of the location after considering the parties' respective positions.

## 9. Appointment of Arbitrator

Parties may mutually agree on an arbitrator.<sup>1</sup> The arbitrator does not have to be affiliated with PeacePoint. All arbitrators serving in cases administered by PeacePoint must agree to follow these Rules and to abide by the *Peace Advocate's Code of Ethics*. Parties may search the online profiles of the list of independent Peace Advocates on PeacePoint's website at [www.peacepoint.com](http://www.peacepoint.com) in an effort to agree on an arbitrator. If the parties have not agreed to the appointment of an arbitrator and have not provided any other method of appointment, the arbitrator shall be appointed by PeacePoint following consultation with the parties regarding the arbitrator's qualifications and experience.

## 10. Arbitrator Compensation & Expenses

- a. The arbitrator's compensation is based on the hourly or daily rate published on the arbitrator's PeacePoint profile, plus out-of-pocket expenses. If the arbitrator is not affiliated with PeacePoint, and does not have a published rate of compensation, an appropriate rate of

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<sup>1</sup> Reference to the "arbitrator" includes all arbitrators appointed to serve.

compensation shall be established with the arbitrator by PeacePoint and confirmed to the parties. Any arrangement for the compensation of the arbitrator shall be made through PeacePoint and not directly between the parties and the arbitrator.

- b. Arbitrators must provide PeacePoint with detailed itemized bills that PeacePoint will provide to the parties.
- c. PeacePoint may from time to time require the parties to deposit sums of money it deems necessary to cover the expense of the arbitration, including the arbitrator's fee, if any PeacePoint shall render an accounting to the parties and return any unexpended balance at the conclusion of the case.

## **11. Number of Arbitrators**

- a. If the arbitration agreement does not specify the number of arbitrators, the matter shall be heard and determined by one arbitrator, unless the parties agree otherwise. If the parties cannot agree on the number of arbitrators and the amount in dispute is in excess of \$1 million, PeacePoint shall appoint three arbitrators.
- b. When there is more than one arbitrator, a majority of the arbitrators must make all decisions unless otherwise required by law or by the arbitration agreement.

## **12. Disclosure and Challenge Procedure**

- a. The ethical conduct of arbitrators serving under these Rules is guided by the Holy Spirit, the Bible, and the *Peace Advocate Code of Ethics*, which is available on PeacePoint's website at [www.peacepoint.com](http://www.peacepoint.com).
- b. Any arbitrator appointed under these Rules, or selected by mutual choice of the parties or their appointees shall be independent and impartial.
- c. By accepting appointment, the arbitrator agrees to be bound by these Rules and any modification agreed to by the parties, and represents that he or she has the time available to devote to the expeditious process contemplated by these Rules.
- d. At the time of his or her appointment and promptly upon their arising during the course of the arbitration, the arbitrator shall disclose in writing to PeacePoint any circumstances that might give rise to justifiable doubt regarding the arbitrator's independence or impartiality. Such circumstances include bias, interest in the result of the arbitration, and past or present relations with a party or its counsel. Upon receipt of such information from the arbitrator or another source, PeacePoint shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others. The parties may, upon receiving disclosure of actual or potential conflicts of interest of the arbitrator, waive such conflicts and proceed with the appointed arbitrator.
- e. Parties and counsel also have a duty to disclose any information about any circumstance likely to affect the impartiality or independence of the arbitrator, including any bias or any financial or personal interest in the result of the arbitration, or any past or present relationship with the arbitrator.
- f. If any party objects to the continued service of an arbitrator, PeacePoint shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

## 12. Vacancies

- a. If for any reason the arbitrator is unable to perform the duties of the office, PeacePoint may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these Rules.
- b. If a substitute arbitrator is appointed, the substitute arbitrator shall determine, in his or her sole discretion, whether it is necessary to repeat all or part of any prior hearings.

## 13. Communication with Arbitrator

No party and no one acting on behalf of any party shall communicate unilaterally with the arbitrator or any candidate for arbitrator. Unless the parties agree or the arbitrator directs otherwise, all communications between the parties and the arbitrator shall be transmitted through PeacePoint.

## 14. Application of Law

The arbitrator shall take into consideration any state, federal, or local laws that the parties bring to the arbitrator's attention, but the Holy Scriptures (the Bible) shall be the supreme authority governing every aspect of the arbitration process.

## 15. Preliminary Hearing

At the request of any party or at the discretion of the arbitrator or PeacePoint, the arbitrator may schedule a preliminary hearing with the parties and/or their representatives. The preliminary hearing may be conducted by telephone at the arbitrator's discretion. The purpose of the hearing is to discuss all elements of the arbitration and to plan for its future conduct.

## 16. Exchange of Information

- a. At least ten (10) business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing.
- b. At the request of any party or at the discretion of the arbitrator, the arbitrator may direct (i) the production of documents and other information, and (ii) the identification of any witnesses to be called.
- c. The arbitrator is authorized to resolve any disputes concerning the exchange of information.
- d. Except as indicated in paragraphs a through c above, there shall be no discovery. The arbitrator may order or allow additional discovery in extraordinary cases or when the demands of justice require it. However, any further discovery ordered or allowed must be completed within a period not to exceed **75 calendar days**.

## 17. The Hearing

- a. The parties may agree to waive oral hearings in any case. In such instances, the dispute shall be resolved by submission of affidavits, documents, exhibits and briefs to the arbitrator.
- b. In cases in which an oral hearing is to be held, the arbitrator shall set the date, time, and place of the hearing. The hearing shall be scheduled to take place within 75 calendar days of confirmation of the arbitrator's appointment.
- c. Generally, the hearing shall not exceed two days. For good cause shown, the arbitrator may schedule additional hearings within seven business days after the initial hearing.

- d. Each party shall have equal opportunity to submit its proof and present its case. The arbitrator shall determine the order of the hearing, and may require further submission of documents within seven business days after the hearing.
- e. Generally, there will be no stenographic record. Any party desiring a stenographic record may arrange for one at its own cost and shall notify the other parties of these arrangements at least three calendar days in advance of the hearing. Such stenographic record is not to be considered to be the official record of the hearing. Video and/or audio recordings using any form of technology are prohibited unless the parties and the arbitrator consent to such recordings in writing.
- f. The arbitrator shall declare the hearing closed when the parties have completed their presentations of all evidence and testimony.
- g. The hearing may be reopened on the arbitrator's initiative or upon application of a party at any time before the award is made. The hearing may not be reopened if it would prevent the issuing of the award within the specific time provided by the parties' arbitration agreement unless all of the parties agree to an extension of time. When the parties' arbitration agreement does not specify a time for issuing the award, the arbitrator may reopen the hearing and shall have 30 calendar days from the closing of the reopened hearing within which to make an award.

## **18. Attendance at Hearings**

All parties and/or their representatives are entitled to attend the arbitration hearings. The arbitrator shall determine whether or not other persons shall be allowed to attend. The arbitrator shall also have the power to sequester any witness, other than a party or other essential person, during the testimony of any other witness.

## **19. Confidentiality**

- a. Unless the parties agree otherwise, all aspects of the arbitration, including discovery, testimony and the decisions of the arbitrator, shall be kept confidential by the parties, the arbitrator and PeacePoint; provided, however, that this confidentiality commitment shall not apply (i) to judicial proceedings ancillary to the arbitration, including a judicial challenge to or request for enforcement of an award, (ii) or in situations where disclosure is required by law or necessary to protect a legal right of a party.
- b. Specific issues of confidentiality arising during the course of the arbitration should be raised with and shall be resolved by the arbitrator.
- c. The parties may not compel PeacePoint or the arbitrator to divulge any documents or to testify in regard to the arbitration in any judicial or adversarial proceeding, whether by personal testimony, deposition, written interrogatory, or sworn affidavit.
- d. PeacePoint may divulge appropriate and necessary information to appropriate civil authorities when it deems it necessary to prevent a person from being harmed.
- e. Unless agreed otherwise, PeacePoint and the arbitrator may discuss a matter with the church leaders of parties who profess to be Christians. If a party who professes to be a Christian is unwilling to cooperate with the arbitration process or refuses to abide with an arbitration decision, PeacePoint or the other parties may report the matter to the leaders of that person's church and request that representatives of the church's leadership actively seek the party's cooperation or compliance. If a church chooses to become actively involved, it may, at its discretion, review what has transpired during the arbitration, obtain whatever additional information it deems helpful, and take whatever steps it deems necessary to facilitate reconciliation and/or resolution in accordance with biblical peacemaking principles. PeacePoint may disclose to the church any information that may have a bearing on the church's investigation or deliberations.

## **20. Representation**

- a. The parties may be represented or assisted by persons of their choice. Arbitration can affect substantial legal rights and responsibilities. Therefore, parties have the right to be assisted or represented by independent legal counsel throughout the arbitration process. Each party shall communicate the name, address and function of such persons in writing to all the other parties and to PeacePoint at least five (5) calendar days prior to the date set for the hearing at which that person is first to appear.
- b. Persons serving arbitrators under these Rules will not represent any party or provide the parties with legal advice such as they would receive were they to seek legal advice from an independent attorney.

## **21. Oaths or Vows**

The arbitrator has discretion to require parties or witnesses to testify under oath or vow. If any party requests that witnesses be sworn, the arbitrator shall do so provided that making an oath or vow does not violate the person's sincerely held religious beliefs. Oaths or vows may be administered by the arbitrator.

## **22. Postponements**

The arbitrator may postpone any hearing upon agreement of the parties, upon request of a party for good cause shown, or upon the arbitrator's own initiative.

## **23. Arbitration in the Absence of a Party or Representative**

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An arbitrator may not make an award based solely on the fact that one or more of the other parties failed to attend the scheduled hearing. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award. The arbitrators may, but need not, allow the absent party an opportunity to appear at a subsequent hearing attended by all parties.

## **24. Evidence**

- a. Conformity to legal Rules of evidence is not required.
- b. The arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant.
- c. The parties may offer such evidence as the arbitrator deems to be relevant and material to the dispute and shall produce such evidence as the arbitrator deems necessary to an understanding and determination of the dispute.
- d. The arbitrator may receive and consider the testimonial evidence from witnesses by declaration or affidavit, but shall give it only such weight as the arbitrator deems it appropriate after consideration of any objection made to its admission.
- e. The arbitrator may request or consider briefs or position papers that set forth the parties' understandings of the legal, factual, or scriptural issues.
- f. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where any of the parties is absent, in default, or has waived the right to be present.

- g. The arbitrator or other person authorized by law may issue subpoenas for witnesses or documents at the request of any party or independently.
- h. If the parties agree or the arbitrator directs that documents or other evidence be submitted to the arbitrator after the hearing, the documents or other evidence shall be filed with PeacePoint for transmission to the arbitrator. All parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

## **25. Inspection or Investigation**

An arbitrator may make a personal inspection or investigation of relevant premises or objects. The parties shall be notified in advance of any inspection or investigation the arbitrator intends to conduct and shall be given an opportunity to be present during any inspection or investigation.

## **26. Interim Measures**

At the request of a party, the arbitrator may take such interim measures as he or she deems necessary, including measures for the preservation of assets, the conservation of goods or the sale of perishable goods. The arbitrator may require appropriate security as a condition of ordering such measures. A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

## **27. Waiver of Rules**

Any party who proceeds with the arbitration after learning of a failure to comply with any provision of these Rules, or with any requirement of the arbitration agreement or with any direction of the arbitrator and who fails to promptly raise an objection, waives any objection thereto.

## **28. Extensions of Time**

The parties may modify any period of time by mutual agreement. PeacePoint or the arbitrator may for good cause extend any period of time established by these Rules, except the time for making the award. PeacePoint shall notify the parties of any extension.

## **29. Communications and Notices**

- a. The primary means of communication, including giving any notices required under these Rules, shall be by email to the email addresses provided by the parties, the arbitrator, and PeacePoint. Notices and communications may also be given by registered mail, courier, telex, facsimile transmission, or any other means of telecommunication that provides a record thereof. Notices and communications shall be deemed to be effective as of the date of receipt. Proof of transmission shall be deemed sufficient proof of receipt of any notice or communication given under these Rules.
- b. Unless otherwise instructed by PeacePoint or by the arbitrator, any papers or documents submitted by any party to PeacePoint or to the arbitrator shall simultaneously be provided to the other party or parties to the arbitration.

## **30. The Award**

- a. The award shall be in writing and signed by the arbitrator. It shall be executed in the manner required by law.
- b. If the parties settle their dispute during the course of the arbitration and if the parties so request, the arbitrator may set forth the terms of the settlement in a "consent award."

- c. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract.
- d. The arbitrator may, but need not, inform the parties of the reasoning by which the decision was reached.
- e. The arbitrator shall also assess the fees, expenses, and compensation as provided for in Sections 10 and 34 of these Rules in the final award. The arbitrator may apportion such fees, expenses, and compensation among the parties in such amounts as the arbitrator determines is appropriate.
- f. The award may include: (i) interest at such rate and from such date as the arbitrator may deem appropriate; and (ii) an award of attorneys' fees if all parties have requested such an award or it is authorized by law or their arbitration agreement.
- g. The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 30 calendar days from the date of closing the hearing, or, if oral hearings have been waived, from the date of PeacePoint's transmittal of the case documents and proof to the arbitrator.
- h. In addition to a final award, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards. In any interim, interlocutory, or partial award, the arbitrator may assess and apportion the fees, expenses, and compensation related to such award as the arbitrator determines is appropriate.
- i. PeacePoint shall transmit the award to the parties by placing a true copy in the U.S. mail addressed to the parties or their representatives at the last known addresses, by personal or electronic service of the award, or by the filing of the award in any other manner that is permitted by law.
- j. Parties to any arbitration under these Rules consent and agree that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

### **31. Modification of Award**

Within 20 calendar days after the transmittal of the award, any party may request that the arbitrator correct any clerical, typographical, or computational errors in the award. The other parties shall be given 10 calendar days to respond to the request. The arbitrator shall dispose of the request within 20 calendar days after the arbitrator's receipt of the request and any response from PeacePoint. The arbitrator is not empowered to reconsider the merits of any claim or counterclaim already decided.

### **32. Release of Documents for Judicial Proceedings**

Upon the written request of a party, PeacePoint shall, , copy and furnish to the requesting party, at that party's expense, certified copies of any papers in PeacePoint's possession that may be required in judicial proceedings relating to the arbitration.

### **33. Applications to Court and Exclusion of Liability**

- a. Neither PeacePoint nor any arbitrator in a proceeding under these Rules is a necessary party in judicial proceedings relating to the arbitration.
- b. Neither PeacePoint nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.

- c. No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

#### **34. Administrative Fees**

As a not-for-profit ministry organization, PeacePoint prescribes various fees to compensate it for administrative services. The fees in effect when the fee or charge is incurred shall be applicable. PeacePoint may, in the event of demonstrated hardship, defer or reduce the administrative fees.

#### **35. Expenses**

The witness expenses shall be paid by the party who calls the witness. All other expenses of the arbitration, including required travel and other expenses of the arbitrator or PeacePoint representatives, if any, and the cost of any witness called or proof produced at the direct request of the arbitrator, shall be borne equally by the parties unless the parties agree otherwise or the arbitrator assesses such expenses or any part thereof against any specified party or parties in the award.

#### **36. Interpretation and Application of Rules**

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties and the conduct of the hearing. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these Rules, it shall be decided by a majority vote. If that is not possible, any arbitrator or any party may refer the question to PeacePoint for a final decision. All other Rules shall be interpreted and applied by PeacePoint.

#### **37. Conflicts with other Statutes or Rules**

Should these Rules vary from state or Federal arbitration rules or statutes, these Rules shall control except where the state or Federal rules or statutes specifically indicate that they may not be superseded.