

sDispute Resolution Clause for Commercial Lease (3 step)

x. Dispute Resolution.

a. Negotiation. In the event of any dispute arising out of or relating to this Lease or the breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between individuals with full settlement authority.

b. Mediation. If the dispute is not settled promptly through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association. The parties to the dispute shall share equally the mediator's fees and any administrative fee, but shall otherwise bear their own expenses.

c. Arbitration. Thereafter, any unresolved dispute arising out of or relating to this Lease, or the breach thereof, shall be decided by binding arbitration by a single arbitrator pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a lawyer practicing primarily in the field of real estate law who has been admitted to the Massachusetts bar for at least ten years. The parties to the dispute shall share equally the arbitrator's fees and any administrative fee, but shall otherwise bear their own expenses. The arbitrator shall not award multiple damages, punitive damages, prejudgment interest, or attorney's fees; provided that, if any limitation on damages set forth herein shall be determined by a court of competent jurisdiction to be unenforceable, said limitation shall be disregarded without affecting any other provision of this Agreement. The arbitrator shall determine the arbitrability of the dispute if it is in controversy. The arbitrator may consider and rule on any dispositive motions submitted by the parties. Discovery shall be limited to such prehearing exchange of information as is explicitly authorized by Chapter 251 of the Massachusetts General Laws. Except for any stenographer and the arbitrator, attendance at the arbitration shall be limited to the parties and their counsel and witnesses. Except as necessary for purposes of an action to enforce, modify, or vacate the arbitration award, all documents and other information submitted to the arbitrator, including any transcript of the proceedings, shall be confidential and shall not be disclosed to anyone other than the parties and their counsel and financial advisors. Either of the parties to this Agreement may, notwithstanding the other provisions of this Agreement, request at any time a temporary restraining order, preliminary injunction or other interim relief from any court of competent jurisdiction without thereby waiving its other rights under this Section of the Agreement. Except as otherwise provided in this Agreement, the Members shall rely solely on the procedures set forth herein to resolve any dispute subject to this Section. If either party files an action in court, or proceeds with litigation that has already been filed, in violation of this Agreement, that party shall indemnify the other party for its costs and attorneys' fees incurred as a result of such violation.