

Contractual Dispute Resolution Provisions

“Including a contractual dispute resolution provision in an agreement may reduce costs, expedite resolution, and potentially lead to a more favorable outcome. But a poorly crafted provision can do just the opposite.” Philip M. Guess, Elizabeth H. White and Meredith D. Bateman discuss the following key recommendations in *K&L Gates’ Latest Thinking*.

- If requiring arbitration, specify the particular rules for selecting an arbitrator.
- Do not include mandatory mediation clauses.
- Include all relevant dispute resolutions provisions in the same section.
- Pay attention to choice-of-forum and choice-of-law changes when drafting agreement amendments.
- Do not split subject matter into separate forums (without being very careful).
- Understand the pluses and minuses of bench trials, jury trials, arbitration, and other alternative dispute resolution.
- Do not ignore restrictions related to the waiver of a jury trial for certain jurisdictions and certain claims.
- Understand the importance of selecting a court to enforce arbitration and arbitration awards.

Read the article.