

Dispute Resolution Agreement

This Dispute Resolution Agreement ("Agreement") is entered into between the following parties:

- **Contractor:** _____
- **Subcontractor:** _____
- **Project:** _____
- **Date:** _____

1. Purpose

The purpose of this Agreement is to establish a mutually acceptable process for resolving disputes related to the above-referenced project between the Contractor and the Subcontractor.

2. Good Faith Negotiation

The parties agree to attempt, in good faith, to resolve any dispute, controversy, or claim arising out of or relating to this project through direct negotiations between authorized representatives.

3. Mediation

If the dispute cannot be resolved through negotiation within 10 business days, the parties agree to submit the dispute to mediation with a mutually agreed-upon mediator. The mediation shall be conducted in the city or county where the project is located, unless the parties agree otherwise.

4. Arbitration

If the dispute is not resolved through mediation within 30 days, the dispute shall be submitted to binding arbitration in accordance with the arbitration rules of the state in which the project is located. Each party shall bear its own costs and expenses, and each party shall bear one half of the arbitrator's fees.

5. Continuation of Work

Unless otherwise agreed in writing, the Subcontractor shall continue to perform its work pending the resolution of any dispute.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

7. Entire Agreement

This Agreement contains the entire understanding between the parties concerning dispute resolution for this project and supersedes all prior communications or agreements on the subject.

Contractor Signature Date

Subcontractor Signature Date

