



Date:
Case Type (Check one.): Commercial Construction
Number of Arbitrators to be provided on List (Check one.): 5: \$750 plus the cost of arbitrator(s) appointment* 10: \$1,500 plus the cost of arbitrator(s) appointment* 15: \$2,000 plus the cost of arbitrator(s) appointment* <i>*There is a \$500 fee for each arbitrator appointed. Fees are payable at the time of submission of this form.</i>
Desired Qualifications for Arbitrators: <i>Please include requests for professional and/or industry expertise, geographic limitations and/or locations, and any other pertinent information. Parties may include a separate sheet if desired.</i>
Listing for Conflicts Checks <i>Please attach a list of all interested parties in this case, including, but not limited to witnesses, consultants, and attorneys. In order to avoid conflicts of interest, parties are requested to also list subsidiary and other related entities. This list will be used by the potential arbitrator(s) to check for conflicts and make disclosures.</i>
Additional Case Information
Dollar Amount of Claim:
Dollar Amount of Counterclaim (if any):
Nature of Dispute :

American Arbitration Association® ("AAA®") Authority

By requesting the "List and Appointment" services of the AAA, the parties authorize the AAA to appoint the requested number of arbitrators and administer any immediate challenges to the appointment(s) as follows:

Disclosure

1. Any person appointed or to be appointed as an arbitrator shall disclose any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration.
2. Upon receipt of such information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.
3. In order to encourage disclosure by arbitrators, disclosure of information pursuant to this section is not to be construed as an indication that the arbitrator considers that the disclosed circumstance is likely to affect impartiality or independence.

Disqualification of Arbitrator

1. Any arbitrator appointed through this service shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for:
 - (i) partiality or lack of independence,
 - (ii) inability or refusal to perform his or her duties with diligence or in good faith, or
 - (iii) any grounds for disqualification provided by applicable law.
2. Upon objection of a party to the continued service of an arbitrator within seven days of the arbitrator's appointment, or on its own initiative, the AAA shall determine whether the arbitrator should be disqualified under the grounds set out above, and shall inform the parties of its decision, which decision shall be conclusive.



Termination of AAA Authority

Under **Arbitrator Select: List and Appointment**, the AAA's authority to address challenges to an arbitrator's appointment under this service terminates upon the appointment of an arbitrator who makes no disclosures or upon the reaffirmation of an arbitrator who makes a disclosure upon appointment. While the arbitrator's obligation to make disclosures is ongoing for the duration of his or her appointment, the AAA will have no authority under this service to address subsequent challenges to an arbitrator's continued service.

In addition, because AAA services conclude with the appointment and/or reaffirmation of the arbitrator(s), AAA services do not include, among other things, the handling of fees charged by the arbitrator(s), performance-related matters, disclosure issues outside of initial disclosures made upon appointment and/or award-related matters or any other issue that might arise during the arbitration proceeding.

Exclusion of Liability

- a. The parties agree that neither the AAA nor any arbitrator listed or appointed under this service is a necessary or proper party in judicial proceedings related to either the parties' arbitration or the provision of services under the AAA's Arbitrator Select.
- b. The parties agree that neither the AAA nor any arbitrator listed or appointed under this service shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with the parties' arbitration or the provision of AAA's Arbitrator Select.
- c. The parties further agree not to call the arbitrator, the AAA or AAA employees as a witness in litigation or any other proceeding relating to the arbitration for which the AAA's Arbitrator Select has been utilized. The arbitrator, the AAA and AAA employees are incompetent to testify as witnesses in any such proceeding.

Credit toward Future Case Management Fees

If within six months after utilizing Arbitrator Select, parties decide to receive full service case administration, they may file a case under the Standard Commercial Fee Schedule. Full credit for the amount paid for this service will be reflected in the reduced filing fee paid at the time of submission.

Refunds

There is a minimum non-refundable search fee of \$750. If the AAA, in its sole discretion, is unable to compile an appropriate list of arbitrators after completing a search, the balance of the fees paid will be refunded. If arbitrators meeting the criteria spelled out on the submission form are identified, and parties strike all or do not move forward to appointment, service would be deemed granted and fees will not be refunded.

Requesting Parties and Representatives

By executing the form below, all parties and their representatives acknowledge that they agree to be bound by the terms of this submission form. If additional parties or representatives are involved in the arbitration, their contact information and signatures may be provided on a separate page.

Party:			Party:		
Nature of Business:			Nature of Business:		
Party's Representative Name:			Party's Representative Name:		
Firm/Organization Name:			Firm/Organization Name:		
Address:					
City:	State:	Zip Code:	City:	State:	Zip Code:
Phone:		Fax:	Phone:		Fax:
Email Address:			Email Address:		
Signature (required):			Signature (required):		
You may fill out this form online and email to your local AAA office or download it, fill it out, and mail it. A listing of local offices can be found at www.adr.org/contact .					
Questions? Please call Customer Service at 1.800.778.7879 .					