



SUBMISSION TO ARBITRATOR SELECTION SERVICES LIST AND APPOINTMENT

DATE _____

Case Type (check one): Commercial Construction

Does This Filing Involve an Existing AAA Case? Yes No

Number of Arbitrators on List To Be Provided: Up to 10* Up to 15*

Number of Arbitrators To Be Appointed One Three

Amount of Enclosed Filing Fee: _____

*List of up to 10 arbitrators: \$1500 plus the cost of arbitrator(s) selection

List of up to 15 arbitrators: \$2000 plus the cost of arbitrator(s) selection

There is a \$500 fee for each arbitrator selected, assessed to each party

DESIRED QUALIFICATIONS FOR ARBITRATOR(S) TO HEAR THIS DISPUTE:

(Please include information on professional expertise and qualifications desired and geographic limitations and/or locations. Be sure to note any other pertinent information that will aid in providing an appropriate list of arbitrators.)

LISTING FOR CONFLICTS CHECKS

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.

AAA AUTHORITY

By requesting the "List and Appointment" services of the American Arbitration Association ("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.





SUBMISSION TO ARBITRATOR SELECTION SERVICES
LIST AND APPOINTMENT (CONT'D)

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 and in good faith and
 - (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

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.

Under the "List and Appointment" Arbitrator Selection Service, AAA services conclude with the appointment and reaffirmation of the arbitrator(s). Therefore, 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.

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 Selection Services.
- 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 Selection Services.
- 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 Selection Services have been utilized. The arbitrator, the AAA and AAA employees are incompetent to testify as witnesses in any such proceeding.

REFUNDS

There is a minimum 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.

ALL PARTIES MUST FILL OUT THE FORM ON PAGE 3.



