



CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC
Specializing in Mediation & Arbitration

PO Box 8029
Santa Fe, NM 87504

New Mexico: 505-473-7733
Fax Phone: 505-474-9061

Out of State: 888-930-0011
Email: cdrs@cdrsllc.com

Website: www.constructiondisputes-cdrs.com

REASONED ARBITRATION AWARD AGREEMENT

The Parties and/or their attorney and the CDRS arbitrator(s) do hereby agree to the following terms and conditions:

Responsibilities of the Arbitrator(s)

1. The arbitrator(s) shall issue an arbitration award and a description of the reasons why he/she/they arrived at his/her/their decisions related to the final arbitration award.
2. The arbitrator(s) shall specify any laws, regulations, statutes, prior case history or any related legal documents that were utilized in arriving at his/her/their final decisions.
3. The arbitrator(s) shall specify any building codes, building regulations, building guidelines or related building legal documents that were utilized in arriving at his/her/their final decisions.
4. The arbitrator(s) shall specify the method that was utilized in arriving at any numerical award related to the dollars specified in the final arbitration award.
5. The arbitrator(s), if applicable, shall specify as to the extent that any testimony of any special witnesses or experts was utilized in arriving at their final arbitration award.
6. The arbitrator(s) shall specify any other appropriate reasons or methods that were utilized in arriving at their final arbitration award.

Responsibilities of the Parties

1. The Parties agree that the "Reasoned Arbitration Award" shall be utilized only to allow the Parties to better understand the reasoning of the arbitrator(s) in arriving at his/her/their arbitration award and shall not be utilized as a reason for appealing or vacating the arbitration award.
2. THE PARTIES AGREE THAT THE ARBITRATOR(S) AND CDRS SHALL BE HELD HARMLESS FOR ANY PERSONAL OR PROFESSIONAL LIABILITY OR ANY DAMAGES, COSTS OR FINANCIAL LOSSES ARISING OUT OF THEIR ACTIVITIES WHILE SERVING AS AN ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY LAW. THE PARTIES TO THIS AGREEMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS ALL ARBITRATORS AND CDRS FOR CLAIMS, LOSSES, DEMANDS, COSTS AND DAMAGES, OR FINANCIAL LOSSES ARISING OUT OF OR RELATED TO THE REASONED ARBITRATION AWARD. THE FOREGOING INDEMNITY IS A JOINT AND SEVERABLE OBLIGATION.
3. The Parties agree to pay any additional costs related to the writing and issuance of the reasoned award.

Acceptance

Claimant _____
 Claimant's Attorney _____
 Respondent _____
 Respondent's Attorney _____
 CDRS _____

Date _____
 Date _____
 Date _____
 Date _____
 Date _____