



**CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC**  
**SPECIALIZING IN MEDIATION & ARBITRATION**

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## **ADVOCACY OR SELECTED ARBITRATOR AGREEMENT**

### **CLIENT INFORMATION**

The parties to this agreement are (Clients) \_\_\_\_\_

Representing \_\_\_\_\_

company and CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC who will serve as an  
Advocacy or Selected Arbitrator in the dispute between (Claimants) \_\_\_\_\_

representing \_\_\_\_\_ company

and (Respondents) \_\_\_\_\_

representing \_\_\_\_\_ company.

The Arbitrator Chair (if selected) is \_\_\_\_\_

of the firm \_\_\_\_\_ .

### **ENABLING AGREEMENT AS ADVOCACY OR SELECTED ARBITRATOR**

The clients have retained the firm of CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC (CDRS) to serve as an Advocacy Arbitrator representing themselves and their interests in the arbitration proceeding as outlined above. The clients recognize that the CDRS Advocacy Arbitrator will keep their best interests in mind during the arbitration proceeding.

If CDRS has been retained as a Selected Neutral Arbitrator, as part of a tripartite panel, the CDRS Arbitrator shall serve in the capacity required by the Arbitrator Chair and shall act and make all decisions as a Neutral Arbitrator and the CDRS Arbitrator shall be precluded from further ex parte, private discussions with their clients prior to the commencement of the arbitration proceeding.

Whether serving as an Advocacy Arbitrator or a Selected Arbitrator, the CDRS Arbitrator shall not give any legal or financial advice to their client as the client should have retained the services of their own independent Legal Counsel and they should have consulted with their own accountant or other financial advisor prior to the commencement of this arbitration process.

**POSTPONEMENT AND CANCELLATION**

Upon a request by the clients, CDRS shall determine if there is good cause or compelling circumstances that would merit a postponement or cancellation of the arbitration proceeding. An arbitration that is postponed or cancelled without good cause less than seventy-two (72) hours prior to the scheduled arbitration is subject to a \$300.00 fee.

Non-receipt of this agreement, properly executed, and/or the initial retainer by the due date will be considered good cause for CDRS to postpone or cancel their involvement in the arbitration process.

CDRS reserves the right to approve of the dates for the arbitration due to other scheduling conflicts that might arise that would be good cause for the postponement of the arbitration process.

**ADVOCACY OR SELECTED ARBITRATOR COSTS**

The Advocacy or Selected Arbitrator shall be compensated based on the amount of time spent on the case and shall be reimbursed for out of pocket and travel expenses plus applicable taxes. The rate of compensation shall be \$150.00 per hour. A minimum charge of five (5) hours shall be charged unless there is a prior written agreement in effect. A full description of chargeable time, out of pocket expenses and travel expenses are contained in the Fees and Costs schedule available from CDRS.

The initial retainer to be remitted with this document is \$ \_\_\_\_\_ and is due and payable by \_\_\_\_\_. The balance due will be payable at the conclusion of the arbitration session which may be prior to the Arbitrator Chair rendering the final award.

**ACCEPTANCE**

*CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC:*

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

*CLIENTS:*

By: \_\_\_\_\_  
Signature

Date \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Date \_\_\_\_\_