**FORM ARBITRATION LANGUAGE FOR WILLS**

* 1. **Dispute Resolution.**

 **(a) Mandatory Arbitration of Disputes.**  In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute arising from or in any way related to the administration of my estate or any trust created under this Will, or the validity, interpretation, construction, meaning or effect of this Will, I direct that to the maximum extent permitted by Florida law then in effect, any such dispute shall be settled by arbitration, before a panel of three arbitrators, administered by the American Arbitration Association (“AAA”) under its Rules for Wills and Trusts then in effect (or, if such rules are then not in existence, as provided by Florida law); *provided, however*, that arbitration may be waived by all *sui juris* parties in interest. All costs of arbitration, including all fees payable to AAA or the arbitrators, shall be deemed expenses of my estate to be paid by my Personal Representative in the order and manner prescribed by law. The arbitrator selected by the claimant(s) and the arbitrator selected by respondent(s) shall, within ten days of their appointment, select a third neutral arbitrator. In the event that they are unable to do so, the parties or their attorneys may request that the AAA appoint the third neutral arbitrator. Prior to the commencement of hearings, each of the arbitrators appointed shall provide an oath or undertaking of impartiality. The arbitrators shall be practicing lawyers licensed to practice law in the State of Florida and whose practice has been devoted primarily to wills and trusts for at least ten years. The arbitrators shall apply the substantive law (and the law of remedies, if applicable) of the State of Florida. The arbitrators’ award shall be in writing, shall be signed by a majority of the arbitrators, and shall include a statement setting forth in detail the factual and legal basis for the disposition of any claim. The arbitrators’ award shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in my probate estate or any trust created under this Will, including unborn or incapacitated persons, such as minors or incompetents. Judgment on the arbitrators’ award may be entered in any court having jurisdiction thereof. The arbitrators shall award to the prevailing party or parties, if any, as determined by the arbitrators, all of its/their costs and fees. The arbitrators shall determine (1) the prevailing party’s/parties’ entitlement to costs and fees awarded, and (2) the amount of such costs and fees awarded. The prevailing party/parties shall be entitled to recover its/their costs and fees from each non-prevailing party individually and/or from any such party’s beneficial share of my probate estate or from other amounts payable to any such party under this Will or any trust created under this Will.

 **(b) Intent; Forfeiture; Breach of Duty.**  Notwithstanding anything to the contrary contained herein, I recognize that under Section 731.401 of the Florida Statutes I cannot at present require the arbitration of disputes involving the validity of all or a part of this Will. Notwithstanding the foregoing, it is my wish that all such disputes shall be voluntarily submitted by the interested parties to binding arbitration in the manner set forth herein and, notwithstanding any provision in this Will to the contrary, this Will shall be construed and my estate administered in accordance with and to achieve such intent. A beneficiary’s acceptance of any interest in my estate shall constitute such beneficiary’s agreement to voluntarily participate in good faith in the arbitration of all disputes contemplated herein, including, but not limited to, any and all disputes involving the validity of all or a part of this Will. If a disputing beneficiary fails to so participate in good faith in the arbitration procedures set forth herein, including arbitration of disputes involving the validity of all or a part of this Will, the disputing beneficiary’s interest in my estate shall be forfeited and the beneficiary, if an individual, shall be treated as having predeceased me with no surviving issue. My Personal Representative’s consent to act shall constitute his, her, or its agreement to participate in good faith in the arbitration of all disputes contemplated herein, including, but not limited to, any and all disputes involving the validity of all or a part of this Will. If my Personal Representative is a party to a dispute and fails to so participate in good faith in the arbitration procedures set forth herein, it shall be deemed that the Personal Representative has breached his, her, or its fiduciary duties and has resigned, and the arbitrator or the court having jurisdiction over my estate is authorized to surcharge the Personal Representative for costs, attorney’s fees, and any other sums deemed appropriate. Any Personal Representative, beneficiary or other party seeking to enforce the effectiveness of any provision of this arbitration clause, including the foregoing forfeiture provision and the arbitrability of validity issues, shall be entitled to reimbursement of all costs and fees incurred in any such enforcement proceeding from the assets of my probate estate or any trust created under this Will, even if such enforcement effort is not successful and the provision is determined to be contrary to, prohibited by or otherwise invalid under applicable law or regulation, and the arbitrator or the court having jurisdiction over any such enforcement proceeding shall direct that all such costs and fees are to be paid exclusively from the share of my estate or any trust created under this Will benefiting or payable to the party/parties contesting the effectiveness of any provision of this arbitration clause, even if the contesting party/parties prevail in any such proceeding.

 **(c) Appellate Arbitration Rules.** Notwithstanding anything to the contrary contained herein, any “Underlying Award” (as defined by the AAA’s Appellate Rules) may be appealed pursuant to the AAA’s Optional Appellate Arbitration Rules (“Appellate Rules”). The Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award and the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

 **(d) Severability.** If any provision of this arbitration clause is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this arbitration clause may be construed intwo or more ways, one of which wouldrender the provision invalid or otherwise voidable orunenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

**FORM ARBITRATION LANGUAGE FOR TRUSTS**

* 1. **Dispute Resolution.**

 **(a) Mandatory Arbitration of Disputes.**  In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute arising from or in any way related to the administration of this Trust or any trust created under this Trust Agreement, or the validity, interpretation, construction, meaning or effect of this Trust Agreement, I direct that to the maximum extent permitted by Florida law then in effect, any such dispute shall be settled by arbitration, before a panel of three arbitrators, administered by the American Arbitration Association (“AAA”) under its Rules for Wills and Trusts then in effect (or, if such rules are then not in existence, as provided by Florida law); *provided, however*, that arbitration may be waived by all *sui juris* parties in interest. All costs of arbitration, including all fees payable to AAA or the arbitrators, shall be deemed expenses of my estate to be paid by my Trustee in the order and manner prescribed by law. The arbitrator selected by the claimant(s) and the arbitrator selected by respondent(s) shall, within ten days of their appointment, select a third neutral arbitrator. In the event that they are unable to do so, the parties or their attorneys may request that the AAA appoint the third neutral arbitrator. Prior to the commencement of hearings, each of the arbitrators appointed shall provide an oath or undertaking of impartiality. The arbitrators shall be practicing lawyers licensed to practice law in the State of Florida and whose practice has been devoted primarily to wills and trusts for at least ten years. The arbitrators shall apply the substantive law (and the law of remedies, if applicable) of the State of Florida. The arbitrators’ award shall be in writing, shall be signed by a majority of the arbitrators, and shall include a statement setting forth in detail the factual and legal basis for the disposition of any claim. The arbitrators’ award shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in my probate estate, this Trust or any trust created under this Trust Agreement, including unborn or incapacitated persons, such as minors or incompetents. Judgment on the arbitrators’ award may be entered in any court having jurisdiction thereof. The arbitrators shall award to the prevailing party or parties, if any, as determined by the arbitrators, all of its/their costs and fees. The arbitrators shall determine (1) the prevailing party’s/parties’ entitlement to costs and fees awarded, and (2) the amount of such costs and fees awarded. The prevailing party/parties shall be entitled to recover its/their costs and fees from each non-prevailing party individually and/or from any such party’s beneficial share of my probate estate or from other amounts payable to any such party under this Trust or any trust created under this Trust Agreement.

 **(b) Intent; Forfeiture; Breach of Duty.**  Notwithstanding anything to the contrary contained herein, I recognize that under Section 731.401 of the Florida Statutes I cannot at present require the arbitration of disputes involving the validity of all or a part of this Trust or Trust Agreement. Notwithstanding the foregoing, it is my wish that all such disputes shall be voluntarily submitted by the interested parties to binding arbitration in the manner set forth herein and, notwithstanding any provision in this Trust Agreement to the contrary, this Trust Agreement shall be construed and the Trust hereunder administered in accordance with and to achieve such intent. A beneficiary’s acceptance of any interest in the Trust shall constitute such beneficiary’s agreement to voluntarily participate in good faith in the arbitration of all disputes contemplated herein, including, but not limited to, any and all disputes involving the validity of all or a part of the Trust or Trust Agreement. If a disputing beneficiary fails to so participate in good faith in the arbitration procedures set forth herein, including arbitration of disputes involving the validity of all or a part of this Trust or Trust Agreement, the disputing beneficiary’s interest in the Trust shall be forfeited and the beneficiary, if an individual, shall be treated as having predeceased me with no surviving issue. My Trustee’s consent to act shall constitute his, her, or its agreement to participate in good faith in the arbitration of all disputes contemplated herein, including, but not limited to, any and all disputes involving the validity of all or a part of this Trust. If my Trustee is a party to a dispute and fails to so participate in good faith in the arbitration procedures set forth herein, it shall be deemed that the Trustee has breached his, her, or its fiduciary duties and has resigned, and the arbitrator or the court having jurisdiction over the Trust is authorized to surcharge the Trustee for costs, attorney’s fees, and any other sums deemed appropriate. Any Trustee, beneficiary or other party seeking to enforce the effectiveness of any provision of this arbitration clause, including the foregoing forfeiture provision and the arbitrability of validity issues, shall be entitled to reimbursement of all costs and fees incurred in any such enforcement proceeding from the assets of the Trust, even if such enforcement effort is not successful and the provision is determined to be contrary to, prohibited by or otherwise invalid under applicable law or regulation, and the arbitrator or the court having jurisdiction over any such enforcement proceeding shall direct that all such costs and fees are to be paid exclusively from the share of my estate or any trust created under this Trust benefiting or payable to the party/parties contesting the effectiveness of any provision of this arbitration clause, even if the contesting party/parties prevail in any such proceeding.

 **(c) Appellate Arbitration Rules.** Notwithstanding anything to the contrary contained herein, any “Underlying Award” (as defined by the AAA’s Appellate Rules) may be appealed pursuant to the AAA’s Optional Appellate Arbitration Rules (“Appellate Rules”). The Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award and the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

**(d) Severability.** If any provision of this arbitration clause is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this arbitration clause may be construed intwo or more ways, one of which wouldrender the provision invalid or otherwise voidable orunenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

**DISCLAIMER**

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