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**SAMPLE ARBITRATION CLAUSE\***

**NGFA® ARBITRATION OF DISPUTES.** The parties agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this contract (including, but not limited to, any statutory or tort claims arising from the relationship between the parties) shall be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA® Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the parties. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA® Arbitration Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>). The parties agree that any arbitration conducted hereunder shall be governed by the Federal Arbitration Act, 9 United States Code §§ 1-16, as now existing or hereinafter amended.

**\*THIS SAMPLE IS NOT INTENDED AS LEGAL ADVICE. IT IS FOR EDUCATIONAL PURPOSES ONLY. COMPETENT LEGAL COUNSEL SHOULD BE CONSULTED WHEN DRAFTING CONTRACTS.**