



III. LOCATION, JURISDICTION AND APPLICABLE LAW

Location

The agreement between the parties shall determine the location of the arbitration. (IFTA Rule 7.1). If no such forum has been selected, the arbitration will take place in Los Angeles County, California, unless a request to designate an alternative location is made by the party within ten days of the arbitrator's appointment. (IFTA Rule 7.1). If such a request is made, then the arbitrator shall determine the location based on the convenience of the parties and/or witnesses. (IFTA Rule 7.1). The parties may mutually agree, in writing, to a different location but that agreement must be sent to the Arbitral Tribunal, prior to the selection of the arbitrator. (IFTA Rule 7.1).

Jurisdiction

The arbitrator has jurisdiction and power to make rulings as to the conduct of the arbitration including the governing law and arbitrability of any claims and cross-claims the arbitrator deems necessary or proper to ensure the just, economical and expeditious determination of all matters in dispute. (IFTA Rule 8.1). The arbitrator shall exercise all powers granted to commercial arbitrators under the laws of California, or, if the action is not taking place in California, of the laws in the applicable jurisdiction. (IFTA Rule 8.2). All arbitrations shall be conducted under and enforceable by the laws of California, unless the parties agree otherwise in writing. (IFTA Rule 8.3). The arbitrator may rule on his/her own jurisdiction, including ruling on any objections to the existence or validity of the agreement itself. (IFTA Rule 8.2). The arbitrator may grant only compensatory damages and not exemplary or punitive damages. (IFTA Rule 8.4). An award containing such damages will still be considered valid, but will be deemed amended to exclude such damages. (IFTA Rule 8.4).

Applicable Law

The arbitrator shall apply the laws of the State of California to all arbitrations unless the parties mutually agree, or have already agreed in the contract being enforced, to submit to the laws of another jurisdiction. (IFTA Rule 13.1). The arbitrator may also, with good cause, designate another location to hold the arbitration. (IFTA Rule 13.1). If this occurs, the arbitrator shall have the discretion, again with good cause, to apply the law of that jurisdiction rather than the laws of California. (IFTA Rule 13.1).

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