

**American Contract Bridge League**  
**BINDING ARBITRATION AGREEMENT**  
Last Updated April 2023

The American Contract Bridge League (“ACBL”) and each member or participant in any ACBL program or event (each, an “Participant”) agree as follows:

1. Any dispute in any way related to membership in the ACBL, participation in ACBL programs or events, or any action for damages or injunctive relief against ACBL (excluding, in either case, disciplinary matters set forth in the ACBL Code of Disciplinary Regulations) shall be resolved on an individual and confidential basis through the steps set forth in this arbitration agreement up to and including final binding arbitration before the American Arbitration Association (“AAA”) by a single arbitrator in accordance with the Commercial Rules of the AAA in effect at the time the arbitration proceeding is initiated. The AAA Rules are available at [www.adr.org](http://www.adr.org). Disciplinary matters set forth in the ACBL Code of Disciplinary Regulations, including any action to reverse, modify, amend, or delay enforcement of a disciplinary action or other related decision of the ACBL, regardless of the facts or legal theories involved, shall be resolved under the rules of the Institute for Bridge Arbitration (“IBA”). The IBA Rules are available at <https://bridgearbitration.org/>. Disputes subject to IBA arbitration may not be initiated until the parties have exhausted all ACBL internal processes, including review by the Appeals and Charges Committee if available.
2. This arbitration agreement covers any and all disputes that a Participant may have with (a) the ACBL, (b) the ACBL’s current or former officers, directors, employees or agents in their capacity as such or otherwise, or (c) other Participants to the extent that such dispute arises from or relates to ACBL membership or participation in any ACBL program or event. Likewise, the arbitration agreement covers any and all disputes that the ACBL may have with any Participant.
3. Each Participant agrees that a dispute covered by this arbitration agreement does not include any dispute or disagreement about the adoption, change, revision, interpretation or discontinuance of any ACBL policy, practice, rule or procedure absent some legally recognized right enjoyed by the individual member related to the matter in dispute. In other words, ACBL retains the right to adopt or change its policies and rules using the normal process for such changes, not subject to arbitration.
4. **Each Participant hereby specifically waives the right to present disputes covered by this arbitration agreement in any court or before a jury and hereby recognizes and accepts arbitration as the exclusive forum for resolution of all disputes described in this arbitration agreement.** Each Participant further agrees that if they file or anyone else files a claim on their behalf in any state or federal court, the ACBL has the right to seek or stay or dismiss such a lawsuit and to compel arbitration. The only exception is that either party may seek an injunction in court if interim and/or immediate relief is necessary to preserve the status quo and such injunctive relief is permissible under applicable law.
5. Each Participant hereby waives any right for any dispute to be heard, decided, or arbitrated as a class or other collective or representative type of action and agrees that they will not,

in arbitration or otherwise, pursue a representative action and they agree that the assertion of any class, collective or representative action will be subject to the immediate dismissal by the court or the arbitrator.

6. Participants may commence arbitration under this arbitration agreement by making written demand for arbitration directed to the ACBL at Legal Dept., American Contract Bridge League, 6575 Windchase Blvd., Horn Lake, MS 39637-1523 or by making a written request for arbitration of a dispute with ACBL, directed the AAA or IBA, as applicable
7. Each Participant shall have the right to be represented by an attorney of choice prior to the initiation of and throughout the arbitration process, provided, however, that Participant is solely responsible to pay the costs of their representation.
8. Absent agreement by the parties to a particular arbitrator or process, the arbitrator shall be selected jointly by the parties using the process in effect at that time by the AAA or IBA, as applicable.
9. Unless otherwise agreed by the ACBL and the Participant or otherwise ordered by the arbitrator, the arbitration shall be conducted at a location to be mutually selected by the parties, which must be either (a) the site of a North American Bridge Championship, during such event, (b) a location within ACBL headquarters or within a 10 mile radius thereof, or (c) virtual by means of online video conference. If the parties cannot select a mutually agreeable site for the arbitration hearing, the AAA or IBA, as applicable, shall resolve that issue by selecting a location for the arbitration hearing. All or portions of any arbitration may be conducted virtually with both parties agree.
10. The arbitrator shall:
  - (a) have the exclusive authority to resolve any dispute relating to the interpretation, construction, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including but not limited to any claim that all or any part of the arbitration agreement is void or voidable;
  - (b) have the authority to adjust the venue for the hearing in the interest of fairness and to meet the reasonable needs of the parties and witnesses;
  - (c) have the power to award to the Participant or the ACBL any remedy to which that party could be entitled under the law applicable to the claims;
  - (d) have the authority to manage and rule on discovery between the parties applying the applicable arbitration rules and, if necessary, principles that would apply to a dispute between the parties in court;
  - (e) have the authority to require any prevailing party to pay all costs associated with the arbitration if the shifting of such costs are in the interest of fairness;
  - (f) have the authority to award attorneys' fees to any prevailing party based on applicable legal principles; and

- (g) render an award by written opinion no later than 30 days from the date of the conclusion of the arbitration hearing or the last due date for receipt of any requested post-hearing briefs, unless the parties agree otherwise. The opinion shall be in writing and set forth the factual and legal basis for the decision.
- 11. Each Participant agrees that the mutual obligation of the ACBL to arbitrate disputes combined with the privileges of ACBL membership and participation in ACBL programs and events represent good and sufficient consideration for this arbitration agreement and agrees not to challenge the sufficiency of such consideration at any time.
- 12. Absent an award of fees or costs by the arbitrator, the party invoking arbitration shall initially be obligated to pay associated costs and fees of arbitration. Each party shall pay their own attorneys' fees.
- 13. The Bylaws of the ACBL provide additional rules and policies concerning arbitration involving ACBL members. In the event of any conflict between the terms of this arbitration agreement and the ACBL Bylaws, the ACBL Bylaws control. The ACBL Bylaws are located at <http://web2.acbl.org/documentlibrary/about/Bylaws.pdf>.