

BIBLICAL MEDIATION AND ARBITRATION CLAUSE

One of the best ways to make sure that a conflict is resolved biblically is to include a conciliation clause in any contract you sign. Conciliation clauses are legally enforceable and require that any dispute be resolved through biblically-based mediation or arbitration.

An example of a Conciliation Clause to include in all contracts is as follows:

“The Parties to this Agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20 and 1 Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this Agreement shall be settled by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries (complete text of the Rules is available at www.peacemaker.net). The parties may mutually agree upon a Mediator or Arbitrator, or in the event they cannot agree, then the Institute for Christian Conciliation shall have the power to select a Mediator or Arbitrator, and its decision shall be final and binding on the Parties. The Mediator and/or Arbitrator shall be compensated based on the amount of time spent on the case at their regularly hourly rates plus reimbursable out of pocket expenses. The Parties agree to share the cost of mediation or arbitration equally. Judgment upon an arbitration award decision may be entered in any court otherwise having jurisdiction. The Parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.”