

**Attorney Fees Provision Which Includes
Arbitration Proceedings**

In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that arise out of or relate to this agreement, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such court proceedings).

(Practice Tip: Consider using this as your "standard" attorney fees clause for all agreements in order to obtain attorney fees in the event the parties later use arbitration (because of a post-dispute submission agreement or because of a predispute clause). Also, mentioning arbitration in the attorney fees clause will remind the attorney to consider both a predispute arbitration clause and the use of arbitration when a dispute arises.)