

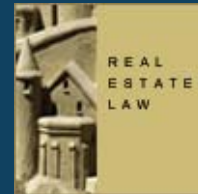
# LEASING TIMES

## Key leasing phrases and topics to think about.

### Judge, Arbitrator or Expert PART 2 OF 3

This is the second article in our three-part series in which we discuss some of the factors to be considered when choosing the appropriate dispute resolution mechanisms to be included in an agreement. In making the choice between judge, arbitrator or expert, consider the nature of the potential disputes between the parties. Generally, disputes are monetary or / and non-monetary in nature. Determining renewal rent or reviewing operating cost audits may best be left to an expert or arbitrator. Settling construction deficiencies or substantial completion issues would likely also benefit from an expert or arbitrator. Findings of fault, however, can have serious ramifications and are best left to a judge. By envisioning the types of disputes that may arise, one can determine the most beneficial and cost efficient resolution mechanism. Think about it.

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