South Bay Islamic Association

Arbitration Clause For Members

In the event that I have any claim against or dispute or differences with the South Bay Islamic Association (henceforth SBIA), the South Bay Area Islamic School, or the Islamic Center of San Jose, or any other entity operated and controlled by SBIA or if I am involved in any controversy arising out of or involving the Articles of Incorporation, Bylaws, or decisions of the SBIA and/or Committees formed pursuant to the Bylaws or by the governing body, I agree to submit any such matter to final and binding arbitration pursuant to the provisions of the California Code of Civil Procedure, Section 1280 et seq., or amended statutes, within one month of the time such matter arises.

I agree that such arbitration shall be the exclusive forum for any such dispute. If SBIA does not receive a written request for arbitration from me within 30 days from the date the dispute arose, I agree that I will have waived any right to raise any claim, in any form, arising out of such dispute.

I further expressly agree that in arbitration my exclusive remedy shall be:

c) To seek rescission of any act that I deem to have been wrongly undertaken by SBIA, or d) To force SBIA to perform tasks required of it under its Articles of Incorporation,

Bylaws and any effective resolutions. I expressly waive any claim for damages, actual or punitive, save and except to the extent of membership dues paid by me.

I understand that by executing this agreement I waive my right to a trial by a judge and/or jury.

Should any of the provisions of this agreement be unenforceable, the remaining provisions shall remain in full force and in effect and the agreement shall be construed in the most favorable manner so that any dispute/difference involving the parties is resolved by binding arbitration.

I understand and agree that this agreement represents and expresses the complete agreement between SBIA and me regarding any acts of omissions of SBIA.

I hereby accept the terms and conditions of this agreement in exchange for membership privileges in this Association.

Executed in Santa Clara County, California on (Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (First and Last Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member, South Bay Islamic Association