

HOUSTON MARITIME ARBITRATORS ASSOCIATION
ARBITRATION RULES
Effective January 1, 2026

I. INTRODUCTORY PROVISIONS

1.1 Application

These Rules shall apply in any dispute in which the parties have agreed in writing on or after January 1, 2026 to apply the Rules of the Houston Maritime Arbitrators Association to resolve any dispute or a specified dispute or have agreed to refer any dispute or a specified dispute to the Houston Maritime Arbitrators Association for resolution. These Rules shall be deemed to be incorporated by reference into any such agreement.

1.2 Scope

These Rules shall govern the arbitration to the extent they are not contrary to mandatory provisions of applicable law, or the applicable arbitration clause or agreement, if any.

1.3 Time Periods

Any applicable period of time or deadline in these Rules, the parties' agreement to arbitrate, or order of the Arbitrator may be modified either (a) by mutual agreement of the parties and consent of the Arbitrator or (b) by order of the Arbitrator.

1.4 Computing of Time Periods

Unless otherwise ordered by the Arbitrator, whenever the last date of an applicable period of time or deadline in these Rules, the parties' agreement to arbitrate, or order of the Arbitrator falls on a Saturday, Sunday, or legal holiday, then the last date or deadline shall be extended to the next date that is not a Saturday, Sunday, or legal holiday.

1.5 Nomenclature

An Arbitrator or a panel of Arbitrators appointed under these Rules may be referred to by any term, such as the "Arbitrator", "Arbitrators", "Arbitral Tribunal" or "Panel of Arbitrators." The particular term used to refer to an Arbitrator or a panel of Arbitrators shall not by itself affect the power or authority of the Arbitrator or the panel of Arbitrators nor the validity of the proceedings or of any award.

1.6 Confidentiality

1.6.1 Unless the parties agree otherwise, the Arbitrator and the Association shall maintain the confidentiality of all of the proceedings, including all communications, disclosures, discovery, notices, submissions, evidence, orders, transcripts, and awards made or exchanged during the proceedings, except as may be reasonably necessary to comply with

applicable law, to protect or to enforce the legal right of a party, or to advance or to defend against judicial proceedings.

1.6.2 Upon the application of any party, and after an opportunity to hear from all parties about the matter, the Arbitrator may render orders affecting the confidentiality of the arbitration.

II. THE ASSOCIATION

2.1 Powers of the Houston Maritime Arbitrators Association

The Houston Maritime Arbitrators Association shall have the powers provided in these Rules and may exercise its powers through such officers, committees or members as the Association may direct.

2.2 Register of Arbitrators

The Association shall establish and maintain a Register of persons who are qualified to serve as Arbitrators. The parties may, but are not obligated to, appoint Arbitrators therefrom.

2.3 No Liability

2.3.1 The parties agree that the Arbitrator and the Association, along with its members, directors, and officers, shall not be liable for any act or omission (including negligence) in connection with an arbitration under these Rules.

2.3.2 The parties agree not to seek discovery or testimony from the Arbitrator or the Association, including any of its members, directors, and officers, in any judicial proceeding in connection with an arbitration under these Rules.

2.3.3 Any party that asserts a claim or seeks discovery or testimony in contravention of Rule 2.3.1 or Rule 2.3.2 above shall pay the attorney's fees and costs incurred as a result by the Arbitrator, the Association, or any of its members, directors or officers, as the case may be.

III. COMMENCEMENT OF ARBITRATION

3.1 Notice of Arbitration

3.1.1 A party may commence arbitration under these Rules by delivery of a written notice of arbitration to the other party or parties. A notice of arbitration should provide the following:

- (a) A heading with the words "NOTICE OF ARBITRATION";
- (b) The names of the parties in the arbitration;

- (c) The agreed place of arbitration, if any;
- (d) Reference to the applicable arbitration agreement;
- (e) The general nature of the claim or claims to be arbitrated and the amount in controversy; and
- (f) The relief or remedy sought.

3.1.2 Reasonable adherence to the foregoing provisions concerning the contents of the notice shall be sufficient for purposes of providing notice of the commencement of arbitration.

3.2 Delivery of Notice Requirements

The notice of arbitration shall be provided in accordance with the agreement of the parties or the receiving party's instruction, if any. In the absence thereof, the notice of arbitration may be provided in a manner that provides a record and is reasonably calculated to give actual notice to the recipient, including by registered mail, courier, facsimile transmission, or email communication.

3.3 Answer and Counterclaim

3.3.1 Within 21 days after receipt of a notice of arbitration, the respondent shall provide to the other party or parties an answer. An answer may address any aspect of the notice of arbitration. If required by the arbitration agreement, the respondent shall also appoint an Arbitrator in the answer.

3.3.2 An objection that the Arbitrator does not have the power to decide one or more claims shall be timely made and may be included in an answer.

3.3.3 The answer may also include one or more counterclaims, which should be stated in the same manner as for stating claims as provided in Rule 3.1.1 (b) through (f).

3.4 Amendment of Claims and Counterclaims

Before the appointment of the Arbitrator (or, in the case of a Tribunal of three Arbitrators, of all the Arbitrators), claims or counterclaims within the scope of the arbitration agreement may be freely added, amended or withdrawn by providing notice to all other parties. After appointment of the Arbitrator (or, in the case of a Tribunal of three Arbitrators, of all the Arbitrators), claims or counterclaims may be added, amended or withdrawn only by agreement of the parties or in accordance with an order or other authorization of the Arbitrator.

3.5 Place of Arbitration and Location of Hearings

3.5.1 Unless the parties have agreed otherwise, the place of arbitration shall be Houston, Texas.

3.5.2 The Arbitrator shall determine whether proceedings (including conferences and hearings) are conducted in person, virtually, or a combination thereof and the physical location of any in-person proceedings, after opportunity for the parties to be heard on these issues.

3.6 Joinder of Parties and Consolidation of Proceedings

3.6.1 In the event that joinder of a party is sought, the party shall be joined upon the agreement of all the parties to the arbitration and the party to be joined.

3.6.2 In the event that consolidation of multiple proceedings proceeding under these Rules is sought, the consolidation shall occur upon the agreement of all the parties to all of the proceedings to be consolidated.

IV. APPOINTMENT AND STATUS OF ARBITRATORS

4.1 Number of Arbitrators

Unless otherwise agreed in the arbitration agreement or submission agreement, the dispute shall be heard and determined by a sole Arbitrator.

4.2 Independence and Impartiality

Any Arbitrator appointed in an arbitration under these Rules shall be independent and impartial.

4.3 Method of Appointment of Sole Arbitrator

4.3.1 When the arbitration agreement or these Rules provide for the appointment of a sole Arbitrator, then unless otherwise agreed, the parties shall jointly appoint the sole Arbitrator.

4.3.2 If the parties fail to agree on the appointment of the sole Arbitrator within 21 days of the delivery of the Respondent's Answer or the due date for such delivery (whichever occurs first), then upon a party's request the Association may appoint the sole Arbitrator in accordance with Rule 4.5.

4.4 Method of Appointment of Three Arbitrators

4.4.1 When there are two parties to the arbitration and the arbitration agreement provides for the appointment of three Arbitrators, then unless otherwise agreed, the Arbitrators shall be appointed in the following manner.

4.4.2 Each party shall have the right to appoint one Arbitrator. The two Arbitrators thus appointed shall choose the third Arbitrator who will act as the Chair of the Tribunal.

4.4.3 Any party may appoint the Arbitrator it has the right to appoint by delivering a notification of its appointment to the other party.

4.4.4 If within 21 days after the receipt of a party's notification of its appointment of an Arbitrator the other party has not provided notification of its appointment of an Arbitrator, the first party may request the Association to appoint the second Arbitrator in accordance with Rule 4.5.

4.4.5 If within 21 days after the appointment of the second Arbitrator the two arbitrators have not agreed on the choice of the Chair, then upon a party's request the Association shall appoint the Chair in accordance with Rule 4.5.

4.4.6 When there are more than two parties to the arbitration and the arbitration agreement provides for the appointment of three Arbitrators, then the parties may agree to group themselves into two sides which shall each be treated as a party for purposes of all Rules pertaining to the appointment of the Arbitrators, including Rule 4.4. If all parties do not so agree and do not agree on another method for appointment of the Arbitrators, the Association shall appoint all three Arbitrators in accordance with Rule 4.5.

4.5 Appointment by the Association

4.5.1 If the parties have agreed or these Rules provide that the Association shall appoint an Arbitrator or Chair, then the following procedure shall be followed for the appointment of such Arbitrator.

4.5.2 Upon receipt of a request for assistance accompanied by the Notice of Arbitration and the Answer, if any, the Association shall submit simultaneously to each party an identical list of at least five names of persons from the Register of Arbitrators, together with each person's fee schedule. The parties are encouraged to agree to an Arbitrator from the list submitted by the Association.

4.5.3 Within the time specified by the Association, each party shall strike any names objected to, number the remaining names to indicate the order of preference, and return the list to the Association. If a party does not return a list within the time specified, all persons therein named shall be deemed acceptable. The Association shall have the discretion to limit the number of strikes.

4.5.4 The Association shall appoint as the Arbitrator the person with the highest combined ranking. If the combined ranking results in two or more persons having the highest combined ranking, the Association may appoint any of these persons.

4.5.5 If the foregoing procedure does not result in the appointment of the Arbitrator, the Association may in its discretion either provide a second list of names and repeat the procedure above or directly appoint any person from the Register of Arbitrators as the Arbitrator.

4.6 Communication Among the Arbitrators and the Parties

4.6.1 The parties and their representatives shall not communicate *ex parte* with any Arbitrator or a candidate for Arbitrator, except in the following circumstances involving a Tribunal of three Arbitrators:

(a) When a party has the right to appoint a co-Arbitrator (not the Chair), that party may discuss *ex parte* with a candidate for appointment as co-Arbitrator the general nature of the dispute and the candidate's qualifications, availability, or independence in relation to the parties.

(b) When the arbitration agreement or these Rules provides that the Chair shall be appointed by the parties or the two other Arbitrators, a party may discuss *ex parte* with the Arbitrator it appointed (or the Arbitrator that was appointed by the Association for that party) the suitability of candidates for appointment as Chair.

4.6.2 After the appointment of the sole Arbitrator or panel of Arbitrators, there shall not be any *ex parte* communications between any party and any Arbitrator.

4.7 Disclosure Required of Arbitrator Candidates and Arbitrators

4.7.1 A person who is approached by a party or the Association in connection with his or her possible appointment as an Arbitrator shall disclose as promptly as possible to that party or the Association any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence.

4.7.2 Within 14 days of his or her appointment as Arbitrator, an Arbitrator shall disclose in writing to the parties and the other Arbitrators (if any) any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence that are known at the time to him or her. Thereafter and continuing throughout the arbitral proceedings, an Arbitrator shall disclose any such circumstances to the parties and the other Arbitrators (if any) promptly after they become known to him or her.

4.8 Challenges to an Arbitrator

4.8.1 Any Arbitrator may be challenged by a party if circumstances exist that give rise to justifiable doubts as to the Arbitrator's impartiality or independence. The challenging party shall deliver to the challenged Arbitrator (and, as applicable, the other Arbitrators) and the other parties a written notice of its challenge within 15 days after it is notified of the challenged Arbitrator's appointment or within 15 days after such circumstances become known to that party (whether by way of the Arbitrator's disclosure or otherwise). The notice of challenge shall state the reasons for the challenge.

4.8.2 In response to a challenge, the challenged Arbitrator may voluntarily withdraw or all parties to the arbitration may agree to remove the Arbitrator. In either case, the withdrawal

or removal of the challenged Arbitrator shall not imply acceptance of the grounds asserted for the challenge.

4.8.3 Within 15 days of delivery of the notice of challenge, the party making the challenge may submit a request to the Association for a decision on the challenge whenever the challenged Arbitrator has not voluntarily withdrawn or all parties have not agreed to the removal of the challenged arbitrator.

4.8.4 Upon receipt of a party's notice of challenge to an Arbitrator, the Association may establish a procedure to receive the observations concerning the challenge from the other parties and, in the discretion of the Association, from the Arbitrator (and, where there are three Arbitrators, from the other Arbitrators). After the time to provide all observations has passed, the Association shall decide whether to uphold the challenge and shall communicate its decision to the parties and the Arbitrator. The Association's decision shall be binding and final.

4.9 Replacement of an Arbitrator

4.9.1 If an Arbitrator resigns or withdraws, is removed by agreement of the parties or by the Association, or fails to or becomes unable to perform as an Arbitrator, the Arbitrator shall be replaced in the same manner that the Arbitrator would be appointed under the arbitration agreement and these Rules.

4.9.2 If an Arbitrator is replaced, any hearings previously held may be repeated at the discretion of the replacement Arbitrator (or, where there are three Arbitrators, of a majority of the Arbitrators).

4.10 Arbitrator's Fees and Expenses

4.10.1 The Arbitrator shall be compensated by the parties on reasonable terms that are fixed at the time of appointment. In addition, the Arbitrator may require the parties to reimburse him or her for any reasonable travel expenses and other expenses. Subject to any agreement between the parties, the Arbitrator shall determine the shares of his or her fees and expenses that shall be borne by the parties until a final or interim allocation of such fees.

4.10.2 The Arbitrator may require the parties to deposit an appropriate amount in advance for his or her fees and expenses. During the course of the proceeding, the Arbitrator may draw from time to time on such deposit and may require supplementary deposits from the parties.

4.10.3 If a required deposit or payment is not paid in full when due, the Arbitrator shall so inform the parties in order that any of them may make the unmet deposit or payment. The Arbitrator may take any other measures that the Arbitrator deems appropriate under the

circumstances. Such measures may include:

- (a) proceeding with the arbitration with or without requiring another party to make the required deposit or payment;
- (b) limiting the non-depositing or non-paying party's ability to assert or to pursue its claim or counterclaim or to file motions; or
- (c) suspending or terminating the proceedings.

In no event, however, shall a party be precluded from defending against a claim or counterclaim, nor shall an award be made that grants relief based solely on the failure of a party to make the required deposit or payment.

V. CONDUCT OF THE PROCEEDINGS

5.1 Representation

A party may be represented in any arbitration under these Rules by the party itself, an authorized representative, or counsel.

5.2 Arbitrator's Powers to Determine Jurisdiction

5.2.1 Unless the parties agree otherwise, the Arbitrator shall have the exclusive powers to determine his or her own jurisdiction over the parties and the dispute and to resolve any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim, without referring such matters to a court.

5.2.2 An arbitration agreement shall be treated as independent of the other terms of any contract of which it is a part. Unless the applicable law provides otherwise, an arbitration agreement shall not be void, invalid, or inoperable for the sole reason that it is part of a contract that is void, invalid, or inoperable.

5.3 General Power of the Arbitrator over the Proceedings

Subject to these Rules, any agreement of the parties, and the law governing the arbitral procedure, the Arbitrator shall conduct the arbitration proceedings in whatever manner the Arbitrator deems appropriate with due regard for fairness, efficiency, and economy.

5.4 Pre-Hearing Conferences and Procedural Orders

5.4.1 Promptly after the appointment of the single Arbitrator (or, in the case of a Tribunal of three Arbitrators, of all the Arbitrators), an initial pre-hearing conference shall be held for the purpose of planning and scheduling the procedure. The Arbitrator shall provide to the parties adequate prior notice of the date and time of the initial pre-hearing conference, which may be conducted in person, by telephone, or videoconference.

5.4.2 During this conference, the parties and the Arbitrator should be prepared to discuss and establish a procedure that is intended to resolve the dispute in a manner that is fair, efficient, and economical. The topics of discussion during the initial pre-hearing conference may include without limitation any of those reflected in Schedule 1 to these Rules.

5.4.3 Following the initial pre-hearing conference, the Arbitrator may issue one or more written procedural orders that establish the procedure and schedule of the proceedings. The Arbitrator may convene similar pre-hearing conferences at any time during the proceedings and may render additional or modified procedural orders as the Arbitrator deems appropriate.

5.5 Statements of Claim, Counterclaim and Defense

5.5.1 Unless the Arbitrator determines otherwise, each party asserting a claim or counterclaim shall submit a Statement of Claim or Statement of Counterclaim, as the case may be, and each party against whom a claim or counterclaim is asserted shall submit a Statement of Defense. The Arbitrator shall determine the sequence, schedule, and format for these submissions in a written procedural order rendered after the initial pre-hearing conference.

5.5.2 Unless otherwise ordered by the Arbitrator, each Statement of Claim, Counterclaim or Defense must identify every claim, counterclaim, or defense asserted by the party submitting it, should contain a general statement of the factual and legal bases supporting each such claim, counterclaim, or defense, and may be accompanied by documents or references to documents that the submitting party intends to rely upon.

5.6 Amendments and Clarifications of Statements of Claim, Counterclaim and Defense

5.6.1 A party may amend a Statement of Claim, Counterclaim, or Defense only in accordance with the terms of a procedural order or as otherwise authorized by the Arbitrator.

5.6.2 At any time before the hearing, the Arbitrator may invite or instruct any party to submit a more detailed Statement of Claim, Counterclaim or Defense or to clarify any matter regarding its asserted claims, counterclaims or defenses.

5.7 Absence or Default of a Party

5.7.1 The total or partial failure of a party to participate in the proceedings, to comply with these Rules, or to comply with any order of the Arbitrator shall not obligate the Arbitrator to delay the proceedings. Such a party shall continue to be sent all written communications, notices, submissions, orders, and awards of the arbitration.

5.7.2 The Arbitrator may require at any time, as a condition of continuing with the proceedings, that any party provide adequate assurances or proof that appropriate notice of the proceedings has been provided to another party.

5.7.3 An award shall not be made solely on the default of a party. The Arbitrator shall require such evidence as the Arbitrator may require for the making of an award.

5.8 Pre-Hearing Exchange and Production of Disclosures and Discovery

5.8.1 Subject to any agreement between the parties to the contrary, the Arbitrator has the sole discretion to determine whether and to what extent to permit or to require that the parties conduct pre-hearing disclosures or discovery of whatever nature (such as written questions or interrogatories, production of documents, pre-hearing testimony by written witness statements or oral depositions, and expert reports). In exercising these powers, the Arbitrator shall give due regard to:

- (a) any agreement of the parties concerning disclosures or discovery;
- (b) the materiality and relevance of the disclosures or discovery for resolving disputed issues;
- (c) the proportionality of the burdens of conducting the disclosures or discovery in comparison to the importance of the dispute and the amount in controversy;
- (d) the parties' relative access to relevant information and their respective resources; and
- (e) any other circumstance that the Arbitrator deems pertinent.

The Arbitrator may allow, limit, or disallow any disclosure or discovery and is not bound by the rules that may be applied by any court or other judicial or governmental authority.

5.8.2 Unless otherwise agreed between the parties, no party shall be obligated to respond to any request for disclosure or discovery before the Arbitrator has authorized such disclosure or discovery.

5.8.3 The Arbitrator may appoint one or more experts to provide reports, testimony, or other assistance within the expertise of the expert. The Arbitrator may require the parties to deposit an advance amount for any such expert's fees and expenses.

5.8.4 The parties to the arbitration shall not initiate or pursue compulsory processes to obtain documents, testimony, or other evidence from any non-party for use in the arbitration, except in accordance with the prior authorization of the Arbitrator after an opportunity to hear from all parties to the arbitration about the matter. To facilitate the taking of evidence from a non-party, the Arbitrator may convene hearings in any location in the place of arbitration or elsewhere.

5.9 Procedure on Documents Only

Upon written agreement between the parties, the entire dispute shall be resolved by

submission of documents without an oral hearing. Such an agreement between the parties shall not operate to limit the Arbitrator's power or discretion under these Rules to determine the procedure and schedule of the proceedings.

5.10 Early Disposition

5.10.1 If authorized by the Arbitrator, a party may submit a motion requesting early disposition before the hearing on any claim, counterclaim, or defense at issue. The Arbitrator shall afford to the non-moving party an adequate opportunity to respond to any such motion before the Arbitrator renders a decision thereon. The Arbitrator may convene one or more hearings whose purpose is to hear arguments or to receive evidence on the motion.

5.10.2 The Arbitrator may finally dispose of any issue on which early disposition is sought if the Arbitrator determines that it is justified and there is no reasonable possibility that further proceedings could lead to a materially different resolution of the issue. The Arbitrator's decision on the motion may be made in any form the Arbitrator deems appropriate, provided that if the decision leaves no other claims or counterclaims to be resolved, then the decision shall be made in a final award.

5.11 Interim Measures

5.11.1 At the request of a party, the Arbitrator may order any interim measures that the Arbitrator deems appropriate, including measures for the conservation or disposition of property. The Arbitrator may require appropriate security as a condition for ordering interim measures.

5.11.2 A request for interim measures by a party to a court or other judicial or governmental authority shall not be deemed incompatible with or as a waiver of the arbitration agreement.

5.12 Waiver

The Arbitrator has the power to decide whether a party, due to unreasonable delay, has waived its right to object to a failure to comply with these Rules, the agreement to arbitrate, or an order of the Arbitrator.

5.13 Remedies for Non-Compliance with Rules and Orders

Whenever a party willfully fails to comply with these Rules or any order of the Arbitrator in a manner he or she deems material, the Arbitrator may impose any remedy the Arbitrator deems just under the circumstances. Such a remedy may include:

- (a) fixing a date for achieving compliance before imposition of additional remedies;
- (b) making special allocations of costs arising from such non-compliance;
- (c) limitation or exclusion of evidence or submissions offered by the non-compliant party;

- (d) limitation or forfeiture of the non-compliant party's claims or counterclaims;
- (e) the drawing of adverse inferences;
- (f) a monetary amount to be paid to the party prejudiced by the non-compliance; and
- (g) any other remedy the Arbitrator deems just under the circumstances.

In no event, however, shall an award be made based solely on the failure of a party to comply with these Rules or any order of the Arbitrator.

5.14 Security for a Party's Costs

At the sole discretion of the Arbitrator when he or she deems it justified, the Arbitrator may require any party to deposit an amount as security for some or all of another party's anticipated costs of arbitration. Such costs of arbitration may include fees and expenses of the Arbitrator, attorney's fees, expert fees and expenses, the travel expenses and other expenses of witnesses and party representatives, the costs of translation or recordings of proceedings, and the costs of meeting and hearing facilities.

5.15 Information Security

The Arbitrator may order measures intended to prevent unauthorized access to any tangible or intangible information that is made, submitted or exchanged in connection with the arbitration.

VI. HEARINGS

6.1 Notice and Place of Hearings

Unless the entire dispute is to be resolved by submission of documents without an oral hearing as provided in Rule 5.9, the Arbitrator shall set a time and place for the hearing or hearings for the presentation of the parties' evidence and oral arguments and notify all parties thereof.

6.2 Conduct of Hearings

Subject to these Rules, the Arbitrator shall conduct hearings in whatever manner the Arbitrator deems appropriate. The Arbitrator is not required to apply any of the rules of evidence or procedure used in judicial proceedings.

6.3 Pre-Hearing Memoranda

If invited by the Arbitrator, the parties may file pre-hearing memoranda in accordance with the schedule and other particulars that the Arbitrator may order.

6.4 Pre-Hearing Exchange of Exhibits

Unless otherwise ordered by the Arbitrator, the parties shall provide to one another and the

Arbitrator, on one or more dates before the hearing determined by the Arbitrator, copies of the exhibits they seek to use at the hearing or to be included in the hearing record.

6.5 Organizational Conference

The Arbitrator may convene an organizational conference to take place before any hearing, whose purpose may include the discussion and resolution of any procedural, logistical, or scheduling issues pertaining to the hearing.

6.6 Arbitrators' Authority to Admit and Consider Evidence

The Arbitrator has exclusive authority to determine the admissibility, relevance, materiality, significance and weight of any evidence offered and the applicability of any claimed privilege or immunity. The Arbitrator is not required to admit irrelevant or cumulative evidence or to conform to any legal rules of evidence.

6.7 Attendance at Hearings

Each party to the arbitration may designate one or more persons to attend as its representatives during any hearing. The Arbitrator has the power to determine which individuals may be present during proceedings. The Arbitrator may require any witness to be absent during the testimony of other witnesses.

6.8 Oaths

The Arbitrator may require a witness to provide an oath or affirmation that the testimony given is true and correct to the best of his or her knowledge.

6.9 Stenographic Record

The making of a stenographic record of any hearing is permitted but not required.

6.10 Interpreters

The parties or any of them may make the arrangements for the services of an interpreter.

6.11 Adjournments, Postponements and Rescheduling

The Arbitrator may adjourn, postpone, or reschedule any or all parts of a hearing at the joint request of all the parties or for any reason the Arbitrator deems appropriate.

6.12 Closure of Hearings

After the time has passed for all parties to submit their evidence, the Arbitrator shall ask the parties whether they have further evidence to be included in the hearing record. Upon receiving negative responses from all parties, or upon being otherwise satisfied that further evidence would be unnecessary or improper, the Arbitrator shall declare the hearings closed. Thereafter, the parties shall not submit additional evidence unless the hearings are reopened in accordance with Rule 6.14.

6.13 Post-Hearing Memoranda

The Arbitrator may invite the parties to submit post-hearing memoranda after the closure of the hearings. The Arbitrator may prescribe the schedule, length, format, and content of these memoranda.

6.14 Reopening of Hearings

Following the closure of the hearings and any time before the issuance of a final award, the hearings may be reopened by the Arbitrator on the Arbitrator's initiative or at the request of any party for any reason the Arbitrator deems appropriate.

VII. THE AWARD

7.1 Time for Award

The Arbitrator shall endeavor to render a final award within the time provided by the parties' arbitration agreement or, if no such time is provided, within thirty (30) days after the closure of the hearings. The issuance of an award after any time period set forth in the arbitration agreement or these Rules shall not affect the validity or enforceability of the award.

7.2 Issuance, Form and Delivery of Award

7.2.1 All awards must be in writing, signed by every Arbitrator joining therein, state the date on which it is made, and state the place of arbitration. The award shall also include an explanation of the reasons for the award, unless otherwise agreed by the parties.

7.2.2 If the panel consists of more than one Arbitrator, a majority of the Arbitrators is sufficient to determine any issue and to render an award.

7.2.3 Subject to the procedural law governing the arbitration and any agreement of the parties, the Arbitrator may deliver to the parties copies of the award in the manner he or she has previously transmitted written orders and communications to the parties during the proceedings.

7.2.4 The Arbitrator may make final, interim, interlocutory and partial awards. With respect to any interim, interlocutory or partial award, the Arbitrator may state in the award whether or not it is final for purposes of any judicial proceedings in connection therewith.

7.2.5 Unless prohibited by applicable law, the Arbitrator may withhold delivery of any award until all fees and expenses of the Arbitrator have been paid in full.

7.3 Contents of Award

7.3.1 In an award, the Arbitrator may grant any remedy or relief that is not prohibited by

applicable law or any applicable agreement of the parties, including, but not limited to, specific performance of a contract.

7.3.2 Unless otherwise agreed by the parties, or prohibited by applicable law or the arbitration agreement, in the final award the Arbitrator may:

- (a) award pre-award and post-award interest at such rate and from such date as the Arbitrator deems appropriate;
- (b) determine and apportion the fees and expenses of the Arbitrator among the parties in any manner the Arbitrator deems appropriate; and
- (c) order that any party reimburse some or all of the costs incurred by another party in connection with the arbitration (including, but not limited to, attorney's fees and expenses, expert and witness compensation, travel and lodging expenses, and fees for interpreters, stenographers, and translations).

7.4 Award Upon Settlement

If the parties settle their dispute during the course of the arbitration, then upon request of the parties, the Arbitrator may set forth the terms of the agreed settlement in an award, which may be styled as a "consent award." Unless prohibited by applicable law, the arbitrator may withhold delivery of such award until all fees and expenses of the Arbitrator have been paid in full.

7.5 Modification, Correction or Clarification of Award

Within 21 days after delivery of the award to the parties, any party, with notice to the other parties, may request that the Arbitrator modify, correct or clarify an award to the extent:

- (a) the award reflects a clerical, typographical, or computational error;
- (b) the award determines a matter that was not submitted to the Arbitrator or fails to determine a matter that was submitted to the Arbitrator;
- (c) specific matters in the award will benefit from clarification by the Arbitrator; or
- (d) the award is imperfect in a matter of form not affecting the merits of the dispute.

The Arbitrator shall set a reasonable time for all other parties to respond to the request to modify, correct or clarify the award. After the time to respond has passed, the Arbitrator shall promptly dispose of the request and, in doing so, may make a modified or corrected award.

7.6 Judgment Upon Award

By their arbitration agreement applying these Rules or referring their dispute to the Houston Maritime Arbitrators Association, the parties have agreed that judgment upon any award rendered in the arbitration, including any corrected, modified or clarified award, may be entered in any court of competent jurisdiction.

VIII. EMERGENCY MEASURES

8.1 Emergency Measures

Unless the parties agree otherwise, this Rule 8 concerning emergency measures shall apply whenever the parties have a written agreement according to which the Rules of the Houston Maritime Arbitrators Association are applicable under Rule 1.1.

8.2 Application for Emergency Measures and Appointment of an Emergency Arbitrator

8.2.1 At any time before the appointment of the sole Arbitrator or of all three Arbitrators (as the case may be), any party may request that emergency measures be granted by an emergency arbitrator who is appointed in accordance with this Rule.

8.2.2 A party requesting emergency measures shall deliver an application in writing to the Association with immediate copies sent to all other parties. The application shall state, at minimum:

- (a) the emergency relief sought;
- (b) the party or parties against whom the relief is sought; and
- (c) the reasons why the relief should be granted on an emergency basis before the Arbitrator is (or Arbitrators are) appointed.

In addition, the application shall include the party's statement certifying the specific efforts undertaken to immediately notify the other party or parties about the application.

8.3 Appointment, Fees, and Substitution of Emergency Arbitrator

8.3.1 Unless the parties appoint by agreement an emergency arbitrator, the Association may directly appoint the emergency arbitrator from the Association's Register of Arbitrators. The Association will endeavor to make this appointment within one business day after its receipt of the application.

8.3.2 The Association shall fix the fee terms of the emergency arbitrator in consultation with him or her. The Association shall communicate the fee terms to the parties upon notifying them of the appointment. The party that made the application for emergency measures shall pay the emergency arbitrator's fees and expenses directly to the emergency arbitrator without delay after receiving the emergency arbitrator's instructions for making such payment. The fees and expenses of the emergency arbitrator may be apportioned between the parties by either the emergency arbitrator or the Arbitrator as provided by these Rules.

8.3.3 In the event the emergency arbitrator resigns, becomes incapacitated, is removed for challenge, or fails or refuses to act, the Association may directly appoint a substitute

emergency arbitrator from the Association's Register of Arbitrators, unless the parties agree to jointly appoint another individual as substitute emergency arbitrator.

8.4 Challenges to Emergency Arbitrator

8.4.1 Before accepting the appointment, a candidate for emergency arbitrator shall disclose to the Association any circumstances known at the time to him or her that likely give rise to justifiable doubts as to his or her independence or impartiality. Should the Association proceed with making the appointment, the Association shall communicate to the parties all such disclosed circumstances upon notifying them of the appointment. Thereafter and continuing throughout the emergency proceedings, the emergency arbitrator shall immediately notify the Association and the parties about any additional circumstances that likely give rise to justifiable doubts as to his or her independence or impartiality after they become known to him or her.

8.4.2 Within one business day after learning a circumstance that gives rise to justifiable doubts as to his or her independence or impartiality, a party may challenge the emergency arbitrator's appointment on that basis by delivering a notice of challenge to the Association with immediate copies sent to the emergency arbitrator and the other parties. The notice shall set forth the reasons for the challenge.

8.4.3 The emergency arbitrator and the other parties may submit to the Association their observations concerning the challenge within one business day after receipt of the challenge.

8.4.4 The Association has the power to decide whether to uphold or to decline the challenge and will endeavor to communicate its decision within one business day after the time for the submission of observations by the emergency arbitrator and other parties. The Association's decision shall be binding and final.

8.5 Procedure for Emergency Proceedings

8.5.1 As promptly as possible after the appointment, and in consultation with the parties whenever practicable, the emergency arbitrator shall determine and communicate to the parties an expeditious procedure for the determination of the application for emergency measures. The procedure shall provide a reasonable opportunity for all parties to be heard, with due regard to the expeditious nature of the emergency procedure. The procedure should include, whenever practicable, an oral hearing on the application. The emergency arbitrator shall have the power to determine whether proceedings (including conferences and hearings) are conducted in person, virtually, or a combination thereof and the physical location of any in-person proceedings.

8.5.2 The emergency arbitrator shall have the powers vested in an Arbitrator under Rule 5.2.1, including the power to determine his or her own jurisdiction over the parties and the dispute. In addition, the emergency arbitrator shall have the power to determine the applicability of this Rule 8.

8.6 Ruling by the Emergency Arbitrator

8.6.1 Consistent with the procedural timeline determined by the emergency arbitrator, the emergency arbitrator shall rule on the application for emergency measures as promptly as possible. If the emergency arbitrator determines that a party applying for emergency measures is entitled to emergency relief, he or she may grant any emergency measures that he or she deems appropriate.

8.6.2 Unless the parties agree otherwise, the emergency arbitrator's ruling shall be made in the form of an order or an interim award and shall state the main reasons on which the ruling is based, which may be stated in abbreviated terms.

8.6.3 The order or interim award of the emergency arbitrator may:

- (a) apportion the fees and expenses of the emergency arbitrator among the parties in any manner the emergency arbitrator determines is appropriate;
- (b) order that one party shall reimburse some or all of the costs incurred by another party in connection with the emergency proceedings; and
- (c) determine a monetary amount to be paid by any party to another party in the event the order or interim award is not complied with.

8.6.4 The emergency arbitrator may order that any party to the emergency proceedings provide security in connection with the grant or denial of emergency measures.

8.7 Request to Judicial and Governmental Authorities

A request for interim measures addressed by a party to a judicial or governmental authority shall not be deemed inconsistent or incompatible with this Rule 8 or the arbitration agreement and shall not be deemed a waiver of the right to arbitrate.

8.8 Powers of Emergency Arbitrators Pending Appointment of the Arbitrator

Until the appointment of the Arbitrator (or, if three Arbitrators are to be appointed, of all the Arbitrators) in an arbitration that substantially relates to the subject matter that gave rise to the emergency proceedings, the emergency arbitrator may:

- (a) modify or vacate any of his or her prior orders and interim awards at the request of any party;
- (b) make orders for the enforcement of his or her prior orders and interim awards;
- (c) determine a procedure for any subsequent application for emergency measures by any

of the parties concerned in the original application; and
(d) rule on any subsequent application for emergency measures.

Upon the appointment of the Arbitrator (or, in a panel of three Arbitrators, of all of the Arbitrators), the Arbitrator (or Arbitrators) shall acquire the foregoing powers, all powers of the emergency arbitrator shall cease, and the orders and interim awards issued by the emergency arbitrator shall continue in effect unless and until modified or vacated by the Arbitrator (or Arbitrators).

IX. FAST-TRACK ARBITRATION

9.1 Application

9.1.1 This Rule 9 concerning fast-track arbitrations shall apply to all arbitrations in which:
(a) no party seeks non-monetary relief and no party seeks damages valued at more than Two Hundred and Fifty Thousand Dollars U.S. (\$250,000), exclusive of claimed interest, attorney's fees, and other costs of arbitration; or
(b) the parties expressly agree to apply this Rule 9 without regard to the amount that any party seeks to recover.

9.1.2 In the event the parties dispute whether any condition in Rule 9.1.1 above is met, any party may refer this disputed issue to the Association at any time before the appointment of the Arbitrator (or, if three Arbitrators are to be appointed, of all the Arbitrators). The Association may decide this issue after a reasonable opportunity for the parties to submit their views thereon. The Association's decision about whether any condition in Rule 9.1.1 above is met shall be binding and final.

9.1.3 The other Rules of the Houston Maritime Arbitrators Association shall apply in any fast-track arbitration proceeding under this Rule 9, except that the provisions of this Rule 9 shall prevail over any inconsistent provision of another Rule.

9.2 Appointment of Arbitrator in Fast-Track Arbitration

9.2.1 A sole Arbitrator shall be appointed in all fast-track arbitrations proceeding under this Rule 9. The parties may by agreement vary the number of Arbitrators or the procedure for appointment of Arbitrators set forth in this Rule.

9.2.2 Within seven days after the delivery of the Respondent's Answer or the due date for such delivery (whichever occurs first), the sole Arbitrator shall be appointed by agreement of the parties.

9.2.3 If for whatever reason the sole Arbitrator is not appointed by agreement of the parties, upon application from any party the Association has the power to directly appoint as

Arbitrator any person from the Association's Register of Arbitrators. The Association shall give the parties a reasonable opportunity to submit their respective views concerning the preferred or required attributes of the Arbitrator to be appointed.

9.3 Initial Pre-Hearing Conference and Timeline

9.3.1 The Arbitrator should endeavor to establish a procedure and schedule for the proceeding within 15 days of his or her appointment.

9.3.2 Unless the parties agree otherwise, the Arbitrator should endeavor to establish a procedure and schedule whereby:

- (a) there is no disclosure or discovery, except as expressly determined to be necessary by the Arbitrator;
- (b) the documentary and written testimonial evidence upon which the parties rely is exchanged between them and submitted to the Arbitrator within 75 days of the Arbitrator's appointment;
- (c) the arbitration proceeds on documents and written testimony alone, unless the Arbitrator determines that the balance of circumstances favors an oral hearing, in which case the oral hearing should conclude within 90 days of the Arbitrator's appointment and take place over 3 or fewer days;
- (d) post-hearing briefs are disallowed, except to the extent expressly invited by the Arbitrator; and
- (e) the final award is rendered within 21 days of the closure of hearings.

SCHEDULE 1

Suggested Topics for the Initial Pre-Hearing Conference

The following topics are suggested as items that may be addressed at the initial pre-hearing conference, in addition to any others that the parties or the Arbitrator believe to be appropriate in the particular case:

1. Which arbitration rules, procedural law, and substantive law govern the arbitration.
2. Whether the parties accept the composition of the Tribunal.
3. Whether any party objects to the jurisdiction of the Arbitrator and, if so, the procedure to resolve such objection.
4. Whether any party intends to seek interim relief and, if so, the procedure to determine whether such relief shall be granted.
5. Form and contents of statements of claim, counterclaim and defense.

6. Whether, when, and under what conditions there may be amendments to the parties' claims, counterclaims, or defenses.
 7. Whether a party will submit or seek from another party a more detailed statement of claims, counterclaims or defenses.
 8. Whether all necessary or appropriate parties are included in the arbitration.
 9. Whether there are any issues that can efficiently be decided without considering the entire case, and, if so, the procedure by which such issues may be decided.
 10. Whether the parties will exchange documents on which they intend to rely in the arbitration, and whether they will make written requests for production of documents.
 11. Whether the Arbitrator should establish any additional procedures to obtain disclosure or discovery that is relevant and material to the outcome of disputed issues.
 12. Whether any measures are required to protect confidential information.
 13. Whether the parties intend to present evidence from expert witnesses, and if so, whether to establish a schedule for the parties to identify their experts and exchange expert reports.
 14. How testimonial evidence, whether written or oral, shall be presented, and the scope of examination at the hearing.
 15. The date, time and place of the arbitration hearing.
 16. Whether to make arrangements for a stenographic transcript or other record of the proceeding.
 17. Whether any procedure needs to be established for the issuance of subpoenas to non-parties.
 18. The identification of any ongoing and related litigation or arbitration.
 19. Whether additional written submissions should be made before the hearing.
 20. The form of the arbitration award.
 21. Any other matter the Arbitrator considers appropriate or a party wishes to raise.
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Houston Maritime Arbitrators Association

A not-for-profit association of arbitrators, mediators, and expert witnesses serving the maritime, energy, and transportation industries under published rules.

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This document reformats the content of the referenced webpage into a formal legal-style presentation of the Houston Maritime Arbitrators Association Arbitration Rules effective January 1, 2026. It preserves the original substance and numbering while presenting the rules in clean, professional legal-document format suitable for reference, printing, or incorporation by reference.