

HOUSTON MARITIME ARBITRATORS ASSOCIATION
ARBITRATION RULES
(Effective through December 31, 2025)

Note: For avoidance of doubt and unless otherwise agreed by the parties, the below rules apply to contracts or other agreements to arbitrate under HMAA rules that are executed on or before December 31, 2025.

I. THE RULES AS PART OF THE ARBITRATION AGREEMENT

1.1 Application

Where parties have agreed in writing that a dispute shall be referred to arbitration under the Rules of the Houston Maritime Arbitrators Association, then such dispute shall be resolved through arbitration in accordance with these Rules, as amended or supplemented to the date of such agreement, except as otherwise agreed in writing.

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.

II. TRIBUNALS AND ADMINISTRATION

2.1 Name of the Tribunal

A sole Arbitrator or a panel of Arbitrators constituted for the resolution of disputes under these Rules may be referred to as the “Arbitrator”, “Arbitrators”, “Arbitral Tribunal” or “Panel of Arbitrators,” but no reference to the Arbitrator or Arbitrators by any other name shall affect the validity of the proceedings or any Award. Wherever the term “Arbitrator” may be used in these Rules, it is understood that, in the appropriate case, it may refer to more than one Arbitrator.

2.2 Administration

When the parties have agreed to arbitrate under these Rules, they are deemed to have constituted the Association as the Administrator of the arbitration, having the authority and obligations prescribed in their agreement or if not so prescribed in any particular, as provided by these Rules. The duties of the Association may be executed through such officers, committees or members as the Association may direct.

2.3 Register of Arbitrators

The Association shall establish and maintain a Register of persons who are available to be

Arbitrators with their qualifications as maritime and commercial Arbitrators, and parties may select Arbitrators therefrom in the manner prescribed in the applicable arbitration clause or agreement, if any, or these Rules. A brief biographical summary of each Arbitrator listed in the Register will be made available at the request of any party involved in a dispute which might be resolved through arbitration in accordance with these Rules.

III. COMMENCEMENT OF ARBITRATION

3.1 Procedure

Any party to a contract containing an arbitration clause or otherwise agreeing to arbitrate future or existing disputes under these Rules, or any party to a contract containing a general arbitration agreement under which the parties have agreed by stipulation or otherwise to the proceedings being conducted under these Rules, may commence arbitration by delivery of a written notice of arbitration to the other party or parties.

3.2 Notice Requirements

The notice of arbitration should bear the heading, “NOTICE OF ARBITRATION” and include the following:

- (a) a demand for arbitration with reference to the arbitration clause of the maritime or commercial contract giving rise to the dispute or the separate arbitration agreement invoked. A copy of the agreement to arbitrate is an appropriate enclosure;
- (b) the general nature of each claim to be arbitrated and an indication of the amount, if any, involved for each;
- (c) the relief or remedy sought; and
- (d) nomination of a party-appointed Arbitrator, if called for in the arbitration clause or agreement, if any.

Reasonable adherence to the foregoing shall be sufficient for notice purposes.

3.3 Commencement Date

Arbitration shall be deemed to have commenced on the date the notice is delivered to the other party as required in the contract, or if there is no contractual requirement, personally, or at the place of business, habitual residence, or mailing address of the other party or its agent, authorized to accept the notice on its behalf.

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 amended or added. The parties shall be free to amend or add to their claims

and counterclaims until the time that the written submissions or hearings are declared closed by the Arbitrator as provided in these Rules.

3.5 Place of Arbitration

The place of arbitration under these Rules shall be Houston, Texas, or such other place as the parties agree, either before or after commencement of the proceedings. Unless the parties have agreed upon a location within the city where the arbitration will take place, the location will be determined by the Arbitrator. Any such determination by the Arbitrator shall be final and shall be communicated to the parties as soon as possible, but not less than a period sufficiently in advance to constitute reasonable notice for attendance at any hearing at such location.

3.6 Communications Among the Arbitrator and the Parties

Upon commencement of the arbitration, all subsequent communications to the Association or the Arbitrator shall be copied to all other parties by the same means or by means calculated to be received in the same time frame. The Arbitrator's communications must go to all parties.

IV. APPOINTMENT OF ARBITRATORS

4.1 Procedure

The Tribunal or Panel shall be established using the procedure specified in the arbitration clause or agreement or, if no procedure is specified, the procedure under these Rules. If the arbitration clause or agreement does not specify the number of Arbitrators, the dispute shall be heard and determined by one Arbitrator. Wherever appropriate, these rules shall favor arbitration by a sole Arbitrator as a more efficient, less costly and quicker means for the resolution of disputes.

4.2 Appointment of an Arbitrator Other than by Parties Directly

Unless otherwise provided for in the arbitration clause or agreement, where one or more Arbitrators are to be appointed other than by a party directly, the appointment shall be made from the Register of Arbitrators maintained by the Association. Such appointee shall be qualified, independent and impartial to the satisfaction of the appointing Arbitrators, if to be appointed by them, or to the satisfaction of the parties, if to be appointed by them, or to the satisfaction of the Association if appointed under these Rules, failing agreement of the parties.

4.3 Disclosure Required of an Arbitrator

4.3.1 When Disclosure Must be Made

A person who has been contacted for possible appointment or designation as an Arbitrator

or who has been appointed or designated should, within twenty-one (21) days after the date of the contact, appointment, or designation, disclose to the parties any information that might cause the person's impartiality or independence to be questioned. If there is more than one Arbitrator, then disclosure should take place within twenty-one (21) days after completion of the panel, so that disclosure of the relationships with the other Arbitrators may also be provided.

4.3.2 Subsequent Disclosure

After appointment, and throughout the arbitration proceedings, an Arbitrator, without delay, shall disclose to the parties any circumstance required to be disclosed under Rule 4.3.1 that was not previously disclosed.

4.4 Challenges to an Arbitrator

Within twenty-one (21) days from receipt of the disclosure by an Arbitrator, the parties shall confirm their acceptance of, request clarification from, or issue a challenge to the Arbitrator. The confirmation, request or challenge shall be in writing addressed to any other parties, the Arbitrator making disclosure, and any other Arbitrators. Any challenge shall clearly state the reasons therefor. A party which does not confirm, request clarification, nor challenge an Arbitrator as specified above is conclusively presumed to have accepted the Arbitrator. If subsequent information is disclosed or discovered, which raises issues as to disclosure, a party may seek clarification or issue a challenge to that Arbitrator.

4.5 Appointment by the Association

4.5.1 Default Method

If the Parties have not appointed an Arbitrator and have not provided for any other method of appointment, the Arbitrator shall be appointed in the following manner: Upon receipt of a request for assistance accompanied by a complete copy of the Notice of Arbitration, the Association shall submit simultaneously to each party to the dispute an identical list of ten (10) names of persons chosen from the Register of Arbitrators, together with a copy of each person's biographical sketch and fee schedule. Each party to the dispute shall have ten working days from the transmittal date in which to cross off 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.

4.5.2 Determining the Selection

From among the persons who have been approved on both lists, the Association, by means of points (10 for first preference, 9 for second, etc.), will determine the Arbitrator selected on the basis of maximum points scored, and in accordance with the designated order of mutual preference, the Association shall invite the acceptance of the Arbitrator to serve.

4.5.3 Repeating the Procedure

If the parties fail to agree upon any of the persons named, or if an acceptable arbitrator is unable to act, or if for any other reason the appointment cannot be made from the submitted list, then the steps set forth above, starting with a new list of Arbitrators, shall be repeated.

4.5.4 Selection by the Association

If, after the submission of two lists, the parties still fail to agree upon any of the persons named or if acceptable Arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the Association shall have the power to make administrative appointments from among other Arbitrators named on the Register without the submission of any additional list.

4.5.5 Failure to Respond/Appoint Arbitrator

Unless otherwise provided for in the arbitration clause or agreement, if a party fails to respond to a demand for arbitration or fails to nominate or appoint its Arbitrator within the time frame specified in the arbitration agreement, the party demanding arbitration may appoint a second Arbitrator with the same force and effect as if that second Arbitrator were appointed by the other party. If no such time frame is specified, the party demanding the arbitration shall give the other party written notice that the appointment of its Arbitrator is made pursuant to these Rules which require the other to appoint an Arbitrator within twenty-one (21) days of receipt of that notice, failing which the party demanding arbitration may appoint a second Arbitrator with the same force and effect as if that second Arbitrator were appointed by the other party.

Any second Arbitrator appointed pursuant to Section 4.5.5 shall be a disinterested person with the same qualifications, if any, required by the arbitration agreement. If the arbitration agreement provides for three (3) Arbitrators, the two (2) so chosen shall appoint the third.

Notwithstanding anything contained in this section to the contrary, the party demanding arbitration may resort to Section 5 of the Federal Arbitration Act, 9 U.S. Code § 5.

4.6 Time for Appointment of Arbitrators

4.6.1 Where there is a Specified Time

If the parties have named their Arbitrators, and have authorized such Arbitrators to appoint an additional Arbitrator within a specified time, and if such appointment is not made within such time or any agreed extension thereof, any party may invoke the procedures of Rule 4.5.

4.6.2 Where no Time is Specified

If no period of time is specified by the parties for named Arbitrators to appoint an additional

Arbitrator, and no such appointment has been made within twenty-one days after the nominations are made; or for the parties to agree on a sole Arbitrator (or more), and the parties are unable to do so within twenty-one (21) days, then any party may request that the Association make the appointment, under Rule 4.5.

4.7 Replacement of an Arbitrator

If an Arbitrator dies, becomes unable to perform, or otherwise fails to fulfill the duties required of an Arbitrator without undue delay, the mandate of such Arbitrator shall terminate upon death, withdrawal of the Arbitrator, or upon agreement of termination by all parties. Promptly upon termination of the mandate of an Arbitrator during the course of arbitration proceedings, a substitute Arbitrator shall be appointed in the manner specified in the arbitration clause or agreement, failing which the appointment shall be made under these Rules. The appointment of a substitute Arbitrator shall not cancel or otherwise invalidate the previous appointment of a presiding Arbitrator, if any, nor any prior proceedings.

4.7.1 Effect of Replacement

If an Arbitrator is replaced, any hearings previously held shall be repeated at the discretion of the Arbitrators, or of the substitute Arbitrator, in the case of a sole Arbitrator. Otherwise, the arbitration shall proceed as before.

V. CONDUCT OF THE PROCEEDINGS

5.1 Submission of Statements of Claim and Defense

Within the period agreed by the parties or determined by the Arbitrator, the claimant shall provide a detailed statement of the facts supporting the claim, together with supporting documents, the points in issue, and the relief or remedy sought. When the Arbitrator is satisfied that the claimant has complied with this requirement, the respondent should be directed to similarly state the defense. The Statement of Claim and the Statement of Defense shall be in writing delivered to all parties and the Arbitrator, unless the Arbitrator determines that other methods are to be used. The parties may execute a Submission Agreement in lieu of, or in addition to, Statements of Claim and Defense.

5.1.1 Supporting Documents

The Statements of Claim and Defense should include copies of documents regarded as relevant to the dispute, or references to such documents, and the Statement of Defense may include a counterclaim or claim for set-off arising out of the same contract or transaction. The claimant may but need not submit a written Statement of Defense to any Counterclaim unless required by the Arbitrator.

5.1.2 When the Claimant May Demand Discovery

The Claimant is not entitled to demand discovery from an opposing party until a sufficiently documented claim is provided in accordance with Rule 5.1, unless there are extraordinary circumstances as determined by the Arbitrator.

5.1.3 Applications

An opposing party may make an application to the Arbitrator to dismiss or limit the claim at any time, and the claimant may request discovery relevant to the issues presented by the application. The claimant may make an application for rulings on specific issues at any time after it has provided a sufficiently documented claim.

5.1.4 Expedited Hearings

In an emergency situation, as agreed by the parties or determined by the Arbitrator, expedited submissions and hearings shall be used to obtain an immediate and/or partial determination. When a party invokes this procedure, all time limits, including the selection of the Arbitrator, are suspended in favor of immediate actions, until such time as the Arbitrator shall determine otherwise.

5.1.5 Amending the Statements

The Statements of Claim and Defense may be amended or supplemented from time to time until the hearings are formally closed pursuant to these Rules or, if the arbitration is conducted solely on the basis of documents and other materials without hearing, until the date of closing notified to the parties by the Arbitrator reasonably in advance of such date.

5.2 Pre-Hearing Conferences

At the request of one or more parties, or in his discretion, the Arbitrator, after being appointed, or after review of the Statements of Claim and Defense, may convene a preliminary conference with the parties to discuss appropriate means to expedite arbitration of the dispute. Such conference may be conducted by telephone if all parties and the Arbitrator participate, and the topics of discussion may include without limitation the identification or clarification of issues in dispute, admission of facts or documents by agreement, and the exchange of information necessary for resolution of the matters in dispute, such as documents, witnesses, and physical evidence of whatever nature, as well as scheduling and time requirements. Any agreements reached as to the preliminary matters discussed may be confirmed in correspondence between the parties copied to the Arbitrator. Any such agreement may later be modified in the discretion of the Arbitrator to the extent deemed necessary to avoid injustice to a party which participated in the preliminary conference in good faith. The Arbitrator shall have the authority to convene similar conferences at any time during the proceedings for purposes of this Rule.

5.3 Procedure for Oral Hearings

5.3.1 Representation

Any party may participate personally, or through an authorized representative, or be represented in the arbitration proceedings by counsel.

5.3.2 Taking of a Stenographic Record

The party or parties requesting a hearing shall make the necessary arrangements for the taking of a stenographic record of the proceedings. The cost of such record, absent agreement between the parties, should be split between the parties or as determined in the arbitrator's discretion.

5.3.3 Interpreters

The party or parties requesting a hearing shall make the necessary arrangements for the services of an interpreter, if needed. The requesting party or parties shall pay the cost of such service. Unless otherwise agreed, the interpreter shall be independent of both parties, and should not have been used to prepare the witness to testify.

5.3.4 Attendance at Hearings

Persons having a direct interest in the arbitration are entitled to attend the hearings. It shall be within the discretion of the Arbitrator whether to permit attendance of any other persons. The Arbitrator shall have the power to require any fact witnesses to leave the hearing during the testimony of the other witnesses.

5.3.5 Adjournments

The Arbitrator, upon a showing of good cause, may grant adjournment at the request of a party. A request by all parties jointly for an adjournment should be granted.

5.3.6 Oaths

After the Arbitrator has been accepted by the parties, the Arbitrator shall take the oath set forth in the Appendix hereto. If the arbitration is to be conducted without hearings, the Arbitrator shall take the oath in writing, furnishing originals of such oath to all parties. The Arbitrator shall require witnesses to testify under oath as set forth in the Appendix hereto, and administered by the Arbitrator or the Chair of the Panel. The form of the oath may be amended to include an affirmation under penalties of perjury.

5.3.7 Arbitration in the Absence of a Party

After a default has been established as a result of the absence of a party, the arbitration may proceed in the absence of the defaulting party, who, after sufficient notice, failed to be present or failed to obtain an adjournment. The defaulting party shall continue to be sent all communications and submissions thereafter.

5.3.8 Conduct of the Proceedings

The arbitration proceedings shall be conducted in an orderly and dignified manner appropriate to a judicial proceeding, however conformity to legal rules of evidence shall not be required other than as specifically mandated by these Rules. At the first hearing, the parties may file prehearing memoranda and/or make opening statements setting forth their respective positions. If it is not clear which party is the claimant, the Arbitrator shall make the determination.

5.3.9 Summary Dismissal

At the time the claimant has completed the final presentation of its case, the Arbitrator may, at the request of any party, but need not, consider whether the relief or remedy sought can be afforded viewing the case most favorably to the claimant. If the sole Arbitrator, or a majority of Arbitrators, elect to so consider the case, and conclude that the claimant has failed to establish its right to the relief or remedy sought, it shall not be necessary to hear the case of the respondent unless that respondent is asserting a counterclaim. Absent any outstanding issues, the Arbitrator may summarily declare the hearings closed.

5.4 Evidence

5.4.1 Providing Exhibits Prior to a Hearing

Any party intending to introduce exhibits at a hearing, shall, unless otherwise directed by the Arbitrator, supply all other parties with legible copies of all proposed exhibits in reasonable time prior to the hearing at which they are to be introduced.

5.4.2 The Submission and the Obtaining of Evidence

The parties may offer for admission such evidence as they consider relevant and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the dispute. Similarly, the Arbitrator shall have the discretion to obtain the testimony or assistance of expert witnesses. Upon the Arbitrator's own initiative, or at the request of any party, witnesses or documents may be summoned by subpoena under such conditions as may be prescribed by the Arbitrator. Upon the agreement of the parties, or upon the Arbitrator's own initiative, testimony, documents, evidence, or other submissions may be made by telephone, video or other electronic means where such means do not compromise the accuracy of such submissions so transmitted and are fair to the parties.

5.4.3 Relevancy, Materiality, and Admissibility

The Arbitrator shall determine the relevancy, materiality and admissibility of the evidence offered.

5.4.4 Depositions

In the absence of agreement by the parties, the Arbitrator shall have the power and discretion to direct the taking of depositions of witnesses or parties under such conditions as may be prescribed by the Arbitrator. Depositions should only be taken for good cause, such as the preservation of testimony, to obtain discovery or evidence that would be otherwise unavailable to a party, where it would expedite the overall proceedings, or for other reasons, at the Arbitrator's discretion.

5.4.5 Weight of the Evidence

The Arbitrator may receive the evidence of witnesses by affidavit and shall give such evidence, if admitted, appropriate weight considering any objections made by any party, the circumstances in which the affidavit is submitted, and other relevant circumstances.

VI. CLOSURE OF HEARINGS

6.1 Completion of the Submission of the Evidence

Following the completion of the submission of evidence for each party, the Arbitrator shall ask the parties whether they have further evidence to offer or witnesses to be heard. Upon receiving negative responses from all parties, the Arbitrator shall declare the hearings formally closed.

6.2 Post Hearing Memoranda

After the hearings have been closed, the parties may submit, or the Arbitrator may require the parties to submit, memoranda to the Arbitrator either on an agreed schedule or, if the parties cannot agree, on a schedule established by the Arbitrator. Following the submission of memoranda, the Arbitrator may request written clarification from the parties concerning their claims and defenses within appropriate periods of time.

6.3 Reopening of the Hearings

Following the closing of the hearings and at any time up to the issuance of an Award, the hearings may be reopened by the Arbitrator's own initiative or at the request of any party for good cause shown.

VII. PROCEDURE ON DOCUMENTS ONLY

7.1 Procedure on Documents Only

The parties, by written agreement, may submit their disputes to arbitration on documents alone. In such case, the Arbitrator's disclosure shall be in writing to all parties and, on receipt of written confirmation that no party has objection to the Arbitrator, the Arbitrator

shall communicate the written oath pursuant to Rule 5.3.6 to the parties. Thereafter the parties shall make their submission of documents and briefs, if they desire, on such schedule as they, or in the event they cannot agree, the Arbitrator shall establish.

7.2 Closing of the Procedure

After all written submissions and documents have been delivered, or the time for the last of such deliveries has expired, written notice of the Arbitrator's intention to proceed to the Award will be provided. Leave to provide further submissions or documents may be granted by the Arbitrator, if promptly requested after such notice, and good cause is shown.

VIII. THE AWARD

8.1 Time

The Arbitrator shall render the Award in writing no later than thirty (30) days after the hearing or receipt of all post-hearing memoranda whichever is later, circumstances beyond the Arbitrator's control excepted, or unless extended for thirty (30) days by agreement of the parties. If a reasoned Award is required by the arbitration clause or agreement, or has been agreed to be provided by the Arbitrator, then the time shall be sixty (60) days for rendering the Award, which may also be extended thirty (30) days by agreement of the parties.

8.2 Form and Content

- (a) An arbitral Award must be in writing and signed by all of the Arbitrators. In arbitral proceedings with more than one Arbitrator, any partial or total dissent shall be signed by the dissenter and included with the majority Award.
- (b) For the purposes of Subsection (a), in arbitral proceedings with more than one Arbitrator, the signatures of the majority of all of the Arbitrators are sufficient if the reason for any omitted signature is stated.
- (c) The Award shall not state the reasons on which it is based, unless required by the arbitration clause or agreement, or the parties and the Arbitrator have agreed in advance of any Award that a reasoned Award is to be provided.
- (d) The Award must state the date it is made, and the place of arbitration.
- (e) After the Award is made, a signed copy shall be delivered to each party. Parties shall accept as legal delivery of the Award (a) the placing of the Award or a true copy thereof in the mail by the Arbitrator addressed to such party at its last known address or to its attorney, or (b) personal service of the award.

(f) The Arbitrator may, at any time during the proceedings, make an Interim Award on any matter with respect to which the Arbitrator may make a Final Award. The Interim Award may be enforced in the same manner as a Final Award.

8.3 Scope

If in the judgment of the Arbitrator, justice and equity require, in addition to or in the place of an award of damages, the granting of certain remedies or relief, including, but not limited to the remedy of specific performance, the Award may so provide.

(a) Unless otherwise agreed by the parties, or prohibited by the arbitration clause or agreement, the Arbitrator should award pre-Award and post-Award interest.

(b) If provided by any applicable agreement between the parties or by any applicable statute, the Arbitrator should award reasonable attorney's fees and legal expenses to any party so entitled. These Rules do not create an independent basis to award attorney's fees.

(c) Unless otherwise agreed by the parties, the costs of the arbitration are to be awarded at the discretion of the arbitrator. In such an Award, the Arbitrator may include as costs: the fees and expenses of the Arbitrator and expert witnesses; any other expenses incurred in connection with the arbitral proceedings.

(d) In making an order for costs, the Arbitrator may specify: the party entitled to costs; the party who shall pay the costs; the amount of costs or method of determining that amount; and the manner in which the costs shall be paid.

8.4 Award Upon Settlement

If the parties settle their dispute during the course of the arbitration, the Arbitrator, upon request of the parties, may set forth the terms of the agreed settlement in an Award. The Arbitrator may include in that Award, or issue a separate Award, any unpaid costs of the Arbitration.

IX. MISCELLANEOUS PROVISIONS

9.1 Waiver of the Rights

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with, and who fails to state his objection thereto in writing or on the record, may be deemed to have waived his right to object.

9.2 Time Periods

The parties may modify any period of time by mutual agreement and consent of the

Arbitrator. The Arbitrator may extend or shorten any period of time established by the Rules upon a showing of good cause and shall notify the parties of any such extension or shortening of time and reason therefor.

9.5 Liability and Indemnity

9.5.1 Liability

Neither the Association nor any member, director, officer, agent, or servant of the Association, nor any Arbitrator appointed to serve in an arbitration conducted under these Rules, shall be liable to any party for any act or omission (including negligence) in connection with the arbitration.

9.5.2 Indemnity

By their agreement to arbitrate under these Rules, the parties have agreed to indemnify the Association and each of its members, servants and agents, and any Arbitrator appointed to serve in an arbitration conducted under these Rules, against all claims for loss or damage arising out of the acts or omissions (including negligence) of any Arbitrator. This indemnity shall not apply to such Arbitrator in case of willful misrepresentation or intentional misconduct.

9.6 Publication

Unless stipulated to the contrary in advance, the parties agree by consenting to these Rules, that any reasoned Award issued by an Arbitrator governed by these Rules may be published by the Association and/or its correspondents.

9.7 Consolidation of Proceedings

9.7.1 Full Consolidation

With the consent of all parties, the Arbitrator shall have the power to direct that arbitration proceedings arising out of two or more arbitration agreements be consolidated on such terms as the Arbitrator deems appropriate. If the several agreements for arbitration each incorporate these Rules, and the same Arbitrator has been appointed to each matter, the Arbitrator shall have the power to consolidate such matters with or without the consent of all of the parties. These Rules shall apply to any party so joined in the same manner as they apply to the parties commencing the proceeding.

9.7.2 Concurrent Arbitrations

Where two or more disputes arising out of the same transaction or series of transactions, having some similarity of facts, have been referred to the same Arbitrator, the Arbitrator shall have the power to direct that the disputes be heard concurrently under these Rules.

X. EXPENSES

10.1 Witness Expenses

The expenses of witnesses for either side shall, in the first instance, be paid by the party producing or requiring the production of such witnesses. Such expenses may be claimed as part of a party's costs in the matter, and awarded pursuant to Rule 8.3 (c)(3).

10.2 Other Expenses

All other expenses of the arbitration including required travel and other expenses of the Arbitrator, or the costs of any witnesses (including experts) or evidence required by the Arbitrator, shall, in the first instance, be borne equally by the parties, unless they agree otherwise, or unless the Arbitrator should direct otherwise. The Arbitrator may, in the Award, assess such expenses or any part thereof against a specified party or parties. The Arbitrator may require an advance of any sums they may reasonably be called upon to expend before incurring them.

10.3 Expenses of an Out-of-Town Arbitrator

The travel and living expenses of an Arbitrator who resides outside the hearing venue shall be borne by the party appointing such an Arbitrator. If a sole or neutral Arbitrator resides outside the hearing venue, travel and living expenses shall be borne equally by the parties. In each case the Award may assess a different proportion, if justice and equity require.

XI. ARBITRATOR'S FEES

11.1 The Arbitrator's Fee and Lien

After completing the Award, the Arbitrator shall determine the amount of an Arbitrator's compensation, and append the schedule of fees and expenses to the Award. When fixing this fee, the Arbitrator may demand the fees and expenses be paid in full before releasing the Award, and shall retain a lien on the Award for all fees and expenses. In the event that the matter should be concluded by settlement or otherwise, prior to the issuance of an Award, the Arbitrator shall determine the Arbitrator's compensation for which the parties will be jointly and severally liable.

11.2 Security for the Arbitrator's Fees and Interim Distributions

In the discretion of the Arbitrator, the parties may be required to provide cost deposits to secure the Arbitrator's fees and expenses at appropriate times during the proceedings, in advance of any fees being determined by an Award. In appropriate circumstances, e.g. significant fees or costs incurred or delay encountered, the Arbitrator may make periodic or interim distributions from the cost deposits.

11.3 Security for Costs

At the sole discretion of the Arbitrator, and to further the ends of justice, the claimant may

be required to provide security for an opposing party's costs. In the appropriate circumstances, the Arbitrator may require such opposing party to provide counter-security for the claimant.

By their agreement to arbitrate under these Rules, the parties have agreed that judgment upon the Award may be entered in any court of competent jurisdiction.

APPENDIX – HMAA RULES FOR FAST TRACK ARBITRATION

1. The HMAA Rules for Fast Track Arbitration are limited to those claims in which the amount in controversy, excluding interest and attorney fees, does not exceed the amount of One Hundred Thousand Dollars U.S. (\$100,000.00).
2. Upon giving notice of a claim under these rules, the claimant shall nominate an arbitrator from the HMAA roster to act as the sole arbitrator and simultaneously request the respondent's agreement. Failing a response by the respondent within 10 days of this initial nomination, the arbitrator so nominated shall become the sole arbitrator. The arbitrator shall promptly disclose to the parties any information that might cause the person's impartiality or independence to be questioned.
3. If the respondent does not agree to the nominated arbitrator as sole arbitrator, the respondent shall propose three other persons from the HMAA roster to serve as sole arbitrator. Failing agreement on a sole arbitrator, either party may request that the President of the HMAA appoint the sole arbitrator. This appointment shall be binding upon the parties.
4. Within 15 days of appointment, the arbitrator shall establish a written schedule for the prompt submission of the claimant's initial statement of claim with all supporting documents. The respondent shall submit its response and any counterclaim with all supporting documents within twenty (20) days of receipt of claimant's submissions. In the event of a counterclaim, the first moving party shall respond to the counterclaim within twenty (20) days. At the arbitrator's discretion, the parties may also be permitted to issue short replies to each other's submissions either consecutively or simultaneously. The arbitrator always retains discretion to vary the schedule by a few days.
5. The arbitration shall proceed on documents alone.
6. There shall be no discovery except as deemed necessary by the arbitrator.

7. The total items of dispute submitted by both parties under this procedure shall not number more than four, the combined total of which shall not exceed the figure agreed in the contract. At the arbitrator's sole discretion, a reasonable amendment to this limitation may be permitted.
 8. The parties may be represented by themselves, attorneys or commercial advocates.
 9. Non-reasoned awards only shall be issued, and shall be issued within thirty (30) days of receipt of the final replies or the arbitrator's declaration that the proceeding is closed. If provided by any applicable agreement between the parties or by any applicable statute, the Arbitrator should award reasonable attorney's fees and legal expenses to any party so entitled. These Rules do not create an independent basis to award attorney's fees. Additionally, unless otherwise agreed by the parties, or prohibited by the arbitration clause or agreement, the Arbitrator should award pre-Award and post-Award interest.
 10. The fee and expenses of the arbitrator shall not exceed Five Thousand Dollars U.S. (\$5,000).
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APPENDIX – OATHS

A. The Arbitrator's Oath

"Do you solemnly swear that you will faithfully hear and examine the matter in controversy and make a just Award, according to the best of your understanding?"

B. The Witness' Oath

"Do you solemnly swear that the testimony you are about to give is the whole truth, and nothing but the truth, so help you God?"

C. The Translator's Oath

"Do you solemnly swear that you will faithfully perform your duties as an interpreter in these proceedings, and that you will interpret and translate from English to _____, and from _____ to English to the best of your ability?"

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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