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OLSI CIVIL LEGAL GUIDE · FLORIDA STATE TRIAL COURTS

Arbitration in Florida

Two very different things share one name. This guide explains binding arbitration under a contract clause — and court-ordered nonbinding arbitration that a judge can send your case to — in plain English. For self-represented litigants, rigorous enough for new counsel.

JURISDICTION

Florida State Courts

AUDIENCE

Self-Represented & New
Counsel

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READING TIME

~45 min

WHAT THIS GUIDE COVERS

- | | | | |
|----|---------------------------------------|----|--------------------------------------|
| 01 | What arbitration is — two kinds | 02 | The six stages of arbitration |
| 03 | The law: the FAA & Florida's Ch. 682 | 04 | Motions to compel: the Seifert test |
| 05 | Scope — what claims are covered | 06 | Who decides — delegation clauses |
| 07 | Attacking the clause vs. the contract | 08 | Waiver & unconscionability |
| 09 | How the arbitration proceeds | 10 | Confirming, vacating, modifying |
| 11 | Appeals from arbitration orders | 12 | Court-ordered nonbinding arbitration |
| 13 | The 20-day deadline & cost-shift | 14 | Sample: motion to compel |
| 15 | Sample: notice of rejection | 16 | Binding vs. nonbinding, side by side |
| 17 | The most damaging traps | 18 | Checklist & free legal research |

IMPORTANT — PLEASE READ

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START HERE

“Arbitration” means two different things

People use one word for two processes that work in opposite ways. Knowing which one you are facing is the first and most important step.

Binding (contractual) arbitration happens because you signed a contract — an employment agreement, a nursing-home admission, a phone or credit contract — that said disputes go to a private arbitrator instead of a court. The arbitrator’s decision is **final and binding**, and a court can overturn it only on a few narrow grounds. If the other side moves to send your lawsuit to arbitration, this is usually what they mean.

Court-ordered nonbinding arbitration is the opposite. A judge — not a contract — sends an ordinary civil case to a quick, informal hearing before an arbitrator who issues an **advisory** decision. If you do not like it, you have a short window to **reject it and demand a regular trial**. It is a settlement-promotion tool, not a final judgment.

WATCH OUT · DON'T CONFUSE THE TWO

The strategies are nearly opposite. With **binding** arbitration the fight is often whether you must arbitrate at all. With **court-ordered nonbinding** arbitration you are already in court — the key is the short deadline to reject an unfavorable decision. This guide covers both, clearly labeled — Stages 1–5 are binding, Stage 6 is court-ordered.

PRACTICE POINTER · FIND THE CLAUSE EARLY

Read any contract behind your dispute for an “arbitration” clause at the very start. If one exists, it shapes everything — where your case goes, who decides it, and what review you will ever get.

THE ROAD AHEAD

This guide follows a six-stage path

Stages 1–5 cover binding, contractual arbitration. Stage 6 covers court-ordered nonbinding arbitration. The progress bar at the top of each stage shows where you are.



1 · Basics

Identify which arbitration you face and which law governs — the Federal Arbitration Act, Florida’s Revised Arbitration Code, or the court-ordered ADR statutes.

2 · Compel

Understand how a court decides a motion to compel binding arbitration — the three-part Seifert test — and what claims a clause actually reaches.

3 · Who decides

Learn who decides “arbitrability” — the court or the arbitrator — how a delegation clause changes that, and the waiver and unconscionability defenses.

4 · Arbitrate

See how a binding arbitration actually runs: the stay, arbitrator selection, limited discovery, and the hearing.

5 · The award

Know how an award is confirmed into a judgment — the narrow, deadline-driven grounds to vacate or modify it, and which orders you can appeal.

6 · Court-ordered

Handle court-ordered nonbinding arbitration: the advisory decision, the 20-day rejection deadline, and the cost-shifting risk.

WATCH OUT · DEADLINES ARE SHORT AND UNFORGIVING

Both kinds of arbitration turn on short clocks — a **90-day** window to challenge a binding award, and a **20-day** window to reject a court-ordered nonbinding decision. Missing either can be fatal. Calendar every deadline the moment it starts.



STAGE 1 · BASICS

The governing law: the FAA and Florida's Chapter 682

Binding arbitration is governed by two overlapping bodies of law — one federal, one Florida. Knowing which applies tells you which rules control.

The Federal Arbitration Act (FAA)

The **Federal Arbitration Act**, 9 U.S.C. §§ 1–16, applies to arbitration clauses in contracts that involve interstate commerce — which is most consumer, employment, and business contracts. The FAA **applies even in state court** and overrides state laws that single out arbitration agreements for special hostility.¹ Only ordinary contract defenses that would apply to any contract — like fraud or unconscionability — survive.²

The Revised Florida Arbitration Code

Florida's own arbitration law is the **Revised Florida Arbitration Code**, Chapter 682, Florida Statutes.³ It governs the mechanics — motions to compel, arbitrator appointment, hearings, subpoenas, confirmation, and vacatur. Where a contract has an interstate-commerce connection, the FAA supplies the core enforcement principles, but Florida courts apply Chapter 682's procedures so long as they do not conflict with the FAA.⁴

PRACTICE POINTER · WHICH LAW CONTROLS?

If your contract touches interstate commerce — a national company, goods or money crossing state lines — expect the FAA to govern enforceability, with Chapter 682 filling in Florida procedure. Purely local deals may be governed by Chapter 682 alone.



STAGE 2 · COMPEL

Motions to compel: the three-part Seifert test

When one side asks the court to send a lawsuit to binding arbitration, Florida courts run a single three-question test from the Florida Supreme Court's decision in *Seifert*.

1 Is there a valid written agreement to arbitrate?

Did the parties actually form a written arbitration agreement? Ordinary contract-formation rules apply.

2 Is there an arbitrable issue?

Does the dispute fall within what the clause covers? This turns on the clause's exact wording — see the next page on scope.

3 Has the right to arbitrate been waived?

Did the party seeking arbitration already act inconsistently with it — for example, by litigating the merits first?

The court is directed to **“proceed summarily”** to decide these questions; if the facts are disputed, it holds a short evidentiary hearing.⁵ Filing a proper motion to compel triggers an **automatic stay** of the lawsuit while the question is decided.

WATCH OUT · MOVE TO COMPEL EARLY

If you want arbitration, ask for it at the **earliest possible moment**. Litigating the merits first — taking discovery, filing merits motions — can waive the right (see Stage 3). Courts no longer require the other side to prove it was “prejudiced” before finding waiver.



STAGE 2 · SCOPE

What claims a clause actually covers

Whether a particular dispute must be arbitrated often comes down to a few words in the clause. The exact wording matters enormously.

“Arising out of” vs. “or relating to”

A narrow clause covering only claims **“arising out of”** the contract reaches fewer disputes. A broad clause covering claims **“arising out of or relating to”** the contract reaches much further — including some tort claims — as long as the claim has a **“significant relationship”** to the contract.

6

A claim is generally **not** arbitrable when it rests on a duty the law imposes on everyone (for example, a general duty not to commit fraud) rather than a duty created by the contract itself. The question is always whether the dispute is really about the contract, or just happens to involve people who have one.

PRACTICE POINTER · READ THE CLAUSE WORD-FOR-WORD

Before arguing scope, copy the exact clause language. The presence or absence of “or relating to” can decide whether your tort claim is swept into arbitration or stays in court.

WATCH OUT · BROAD CLAUSES REACH TORT CLAIMS

Do not assume that calling your claim a “tort” keeps it out of arbitration. Under a broad “relating to” clause, tort claims closely connected to the contract are routinely sent to arbitration.



STAGE 3 · WHO DECIDES

Who decides arbitrability — the court or the arbitrator?

Before anyone reaches the merits, there is a threshold question: who gets to decide whether the dispute is arbitrable at all?

The default is that **the court** decides whether a dispute must be arbitrated.⁷ But the parties can agree to hand even that question to the arbitrator — a so-called “**delegation clause**” — if they do so with “**clear and unmistakable**” language.⁸

How a clause delegates without saying “delegation”

Crucially, a clause that simply **incorporates a set of arbitration rules** (such as the AAA or JAMS rules) can itself count as clear-and-unmistakable delegation — because those rules say the arbitrator decides their own jurisdiction. Florida follows this rule, and the sophistication of the parties does not matter.⁹

WATCH OUT · “INCORPORATES THE AAA RULES” IS A TRAP FOR THE UNWARY

If your clause says disputes are arbitrated “under the AAA Rules” (or JAMS rules), a court may rule that the **arbitrator** — not the judge — decides whether your dispute is arbitrable at all. Spot this before you build your strategy around convincing a judge.

PRACTICE POINTER · THERE IS NO “WHOLLY GROUNDLESS” ESCAPE

Even if the demand for arbitration seems obviously meritless, courts will still send the arbitrability question to the arbitrator when the parties clearly delegated it. Do not count on a judge stepping in because the claim looks weak.



STAGE 3 · WHO DECIDES

Attacking the clause vs. attacking the contract

A subtle but decisive rule: *what* you attack determines *who* hears the attack.

Under the FAA, the arbitration clause is treated as **separable** from the rest of the contract. That leads to a counter-intuitive split:

- **Attack the whole contract → arbitrator decides**
If you argue the entire contract is invalid (for example, it was fraudulently induced), that challenge generally goes to the **arbitrator**.¹⁰
- **Attack the arbitration clause itself → court decides**
If you argue the **arbitration clause specifically** is invalid, the **court** decides that.¹⁰
- **Argue no contract was ever formed → court decides**
Whether the parties ever made an agreement at all remains a question for the court.¹⁰

WATCH OUT · TARGET THE CLAUSE, NOT JUST THE CONTRACT

If your only argument is that the whole contract is bad, you may be sent to arbitration to make that argument to the arbitrator. To keep the validity question in front of a judge, you generally must challenge the **arbitration provision specifically** — and explain why that clause in particular is unenforceable.



STAGE 3 · DEFENSES

Two ways to defeat arbitration: waiver and unconscionability

Even a valid clause can be defeated. The two most common routes are waiver by conduct and unconscionability.

Waiver by litigation conduct

A party that **acts inconsistently with arbitration** — by taking merits discovery, filing an answer without invoking arbitration, or filing merits motions — can waive the right to arbitrate. Florida (and now federal law) does **not** require the other side to prove it was prejudiced; the inconsistent conduct alone can be enough.¹¹

Unconscionability

An arbitration clause can be struck as unconscionable, but Florida requires **both** procedural and substantive unconscionability on a sliding scale.¹² Procedural looks at *how* the contract was made — a take-it-or-leave-it adhesion contract, a big sophistication gap, a language barrier. Substantive looks at the *terms* — cost-prohibitive fees, one-sided remedies, or waivers of statutory rights.

PRACTICE POINTER · YOU NEED BOTH HALVES OF UNCONSCIONABILITY

A clause that is merely a take-it-or-leave-it form (procedural only) is usually not enough. Pair it with a genuinely one-sided term — like fees so high they block your claim — to make the argument land.



STAGE 4 · ARBITRATE

How a binding arbitration actually proceeds

Once a court orders arbitration, the process moves out of the courtroom — but the court keeps the case on hold in the background.

The lawsuit is stayed, not dismissed

On request, the court **stays** (pauses) the arbitrable claims rather than dismissing them, so the case can return for confirmation of the award.¹³

The arbitrator is selected

Selection follows the agreement (or the AAA/JAMS rules). If the parties cannot agree, the court appoints an arbitrator.¹⁴

Discovery is limited

Arbitration discovery is narrower than in court, and the arbitrator has broad discretion over what is allowed.¹⁴

Provisional remedies

Before an arbitrator is appointed, the court can grant emergency relief; afterward, generally only the arbitrator can — unless the arbitrator cannot act in time.¹⁵

WATCH OUT · LIMITED DISCOVERY CUTS BOTH WAYS

Arbitration is faster and cheaper partly because discovery is limited. If your case depends on prying documents out of the other side, understand you may get less of that in arbitration than you would in court.



STAGE 5 · THE AWARD

Confirming, vacating, or modifying the award

An arbitration award is not self-enforcing — it must be turned into a court judgment. And the grounds to undo it are deliberately narrow.

Confirmation

A party takes the award to court to have it **confirmed** into an enforceable judgment. Confirmation is essentially mandatory unless the award is modified or vacated.¹⁶

Vacatur — narrow and deadline-driven

The grounds to **vacate** an award are limited by statute: corruption, fraud, or undue means; evident partiality; refusal to hear material evidence; the arbitrator exceeding their powers; or no agreement to arbitrate.¹⁷ A disappointed party generally has only **90 days** to move to vacate — and that deadline is the single most common trap.

WATCH OUT · THE 90-DAY VACATUR CLOCK

If you believe an award should be thrown out, you usually must move to vacate within **90 days**. Miss it and the award stands, no matter how strong your objection. Conclusory motions that just say the arbitrator “got it wrong” are also legally insufficient — you must fit a statutory ground.

PRACTICE POINTER · “THE ARBITRATOR WAS WRONG” IS NOT A GROUND

Courts do not re-decide the merits. “Manifest disregard of the law,” “the award is against public policy,” and “it was arbitrary” are **not** available grounds in Florida. Nor can a contract expand the court’s review. Stick to the statutory grounds.



STAGE 5 · THE AWARD

Appeals from arbitration-related orders

Some arbitration orders can be appealed immediately, even though they do not end the case. Knowing which ones — and the deadline — is essential.

Florida law lists the arbitration orders that are immediately appealable — including orders that **deny** a motion to compel arbitration, grant a stay of arbitration, or confirm, deny, modify, or vacate an award.¹⁸ The procedural vehicle is the rule governing appeals of non-final orders that “determine the entitlement of a party to arbitration.”¹⁸

The notice of appeal is generally due within **30 days** of the order, and — importantly — a motion for rehearing does **not** pause that clock for these non-final orders.

WATCH OUT · REHEARING DOES NOT TOLL THE APPEAL CLOCK

For a non-final arbitration order, filing a motion for rehearing does **not** extend your 30-day deadline to appeal. If you intend to appeal, file the notice within 30 days regardless of any pending rehearing motion.

PRACTICE POINTER · ORDERS COMPELLING ARBITRATION ARE USUALLY NOT APPEALABLE YET

An order **granting** a motion to compel arbitration generally is not immediately appealable — you go arbitrate, then challenge the award later. An order **denying** arbitration usually is appealable right away.



STAGE 6 · COURT-ORDERED

Court-ordered nonbinding arbitration

This is the other kind entirely. A judge sends an ordinary civil case to a fast, informal hearing — but the result is only advisory.

Under Florida's alternative-dispute-resolution statutes, a circuit or county court **may** — but is not required to — refer “any contested civil action” to nonbinding arbitration.¹⁹ A neutral arbitrator holds an informal hearing with minimal testimony and issues a **written decision**.

That decision becomes **final and enforceable only if no party timely rejects it**. If a party files a timely rejection, the case proceeds to a regular trial as if the arbitration never happened — which is why it is called “nonbinding.” The right to that trial is what makes the whole procedure constitutional, because it preserves your right to a jury.²⁰

WATCH OUT · THIS IS NOT THE FAA

The Federal Arbitration Act does **not** apply to court-ordered nonbinding arbitration — it is a court procedure, not a contract. Do not import binding-arbitration rules (like the 90-day vacatur clock) into this setting; the deadlines and mechanics are completely different.

PRACTICE POINTER · TREAT IT LIKE A FREE PREVIEW OF TRIAL

A nonbinding arbitration shows you how a neutral views your case before you commit to a full trial. Take it seriously, watch what persuades the arbitrator, and use what you learn — whether you accept the result or reject it.

TEMPLATE

Sample: motion to compel arbitration

A skeleton motion built around the three-part Seifert test. Replace each highlighted field and attach the contract containing the arbitration clause.

TEMPLATE · MOTION TO COMPEL

Fill in the highlighted fields — do not file as-is

DEFENDANT’S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS

Introduction. Defendant NAME moves under the Federal Arbitration Act and Chapter 682, Florida Statutes, to compel arbitration of this dispute and to stay this action, and states:

1. A valid written agreement to arbitrate exists. The parties signed [the contract dated ____], attached as Exhibit A, which contains an arbitration clause at [paragraph ____].

2. This dispute is arbitrable. The clause covers claims [“arising out of or relating to”] the contract, and Plaintiff’s claims [explain the significant relationship to the contract].

3. The right to arbitrate has not been waived. Defendant has not litigated the merits and raises arbitration at the earliest opportunity.

Conclusion. Defendant requests an order compelling arbitration and staying this action under § 682.03, Fla. Stat.

Certificate of Conferral / Certificate of Service as required.

/s/ Your Name · Self-Represented · Address · Email · Phone

PRACTICE POINTER · ATTACH THE CONTRACT

A motion to compel lives or dies on the clause. Attach the signed contract and point the judge to the exact paragraph — do not just describe it.

TEMPLATE

Sample: notice rejecting a nonbinding decision

After a court-ordered nonbinding arbitration, this is the single document that preserves your right to a trial — and it must be filed within 20 days.

TEMPLATE · NOTICE OF REJECTION

Fill in the highlighted fields — do not file as-is

NOTICE OF REJECTION OF THE ARBITRATION DECISION AND REQUEST FOR TRIAL

NAME, pursuant to Florida Rule of Civil Procedure 1.820, gives notice of rejection of the arbitration decision served on [date] and requests a trial on all claims.

This notice is filed within 20 days of service of the arbitration decision.

/s/ Your Name · Self-Represented

Certificate of Service: I certify that on DATE a copy was served on all parties via the Florida Courts E-Filing Portal.

WATCH OUT · USE THIS NOTICE — NOT AN OLD “MOTION FOR TRIAL”

Since the 2024 rule change, the **notice of rejection** is the only way to reject a nonbinding decision. Old “motion for trial” templates are deficient and will not preserve your right.



STAGE 6 · COURT-ORDERED

The 20-day deadline and the 25% cost-shift

Two features make court-ordered nonbinding arbitration high-stakes despite being “nonbinding”: a hard rejection deadline, and a cost-shifting penalty for rejecting and doing worse.

The 20-day rejection deadline

To reject the arbitrator’s decision and get a trial, you must file the correct document — since a 2024 rule change, a **“notice of rejection of the arbitration decision and request for trial”** — within **20 days** of service of the decision.²¹ If the decision was served by mail, a short additional period applies. Old “motion for trial” forms no longer work; only the new notice preserves your right.

The 25% cost-shifting rule

There is a real penalty for rejecting and then doing worse at trial. If a party demands a trial after rejecting the decision and **fails to improve the result by at least 25%**, the court **may** order that party to pay arbitration costs, court costs, expert costs, and reasonable attorney’s fees incurred after the arbitration.²²

WATCH OUT · THE 20-DAY DEADLINE IS EFFECTIVELY JURISDICTIONAL

Miss the 20-day window and the advisory decision is entered as a **final judgment** — there is no trial. A premature rejection (filed before the written decision issues) also fails. Calendar the deadline the day the decision is served, and file the correct 2024 notice.

PUTTING IT TOGETHER

Binding vs. court-ordered nonbinding, side by side

The two processes differ at almost every step. This comparison keeps them straight.

What starts it

Binding: a contract clause you signed. **Nonbinding:** a court order in a pending case.

Governing law

Binding: the FAA and Chapter 682. **Nonbinding:** Chapter 44 and Rule 1.820 — the FAA does not apply.

Is the result final?

Binding: yes — reviewable only on narrow grounds within 90 days. **Nonbinding:** no — advisory unless no one rejects it within 20 days.

The key deadline

Binding: 90 days to move to vacate. **Nonbinding:** 20 days to file the notice of rejection.

The big risk

Binding: being forced out of court entirely. **Nonbinding:** the 25% cost-shift if you reject and do worse at trial.

PRACTICE POINTER · IDENTIFY YOUR TRACK FIRST

Every strategic decision flows from which track you are on. Confirm whether your arbitration comes from a **contract** (binding) or a **court order** (nonbinding) before you do anything else.

BEFORE YOU ACT

The most damaging traps — and how to avoid them

A handful of mistakes account for most lost arbitration fights. Watch for all of them.

Waiving arbitration by litigating first

If you want binding arbitration, move to compel at the earliest moment — before taking merits discovery or filing merits motions.

Attacking the contract instead of the clause

To keep the validity question before a judge, challenge the arbitration provision specifically — not just the contract as a whole.

Missing the AAA/JAMS delegation trap

A clause incorporating those rules may give the arbitrator — not the judge — the power to decide arbitrability.

Blowing the 90-day vacatur clock

Challenges to a binding award must be filed within 90 days and must fit a statutory ground — not just “the arbitrator was wrong.”

Blowing the 20-day rejection clock

In court-ordered nonbinding arbitration, file the correct notice within 20 days or the advisory decision becomes a final judgment.

PRACTICE POINTER · CALENDAR EVERY DEADLINE THE DAY IT STARTS

Nearly every trap on this page is a missed clock. The moment you are served with a motion to compel, an award, or a nonbinding decision, write the deadline down and work backward from it.

SPECIAL TOPIC

Verifying your authorities before you sign NEW 2026

Arbitration filings rely heavily on case law — and a statewide rule now makes every signer personally responsible for the accuracy of every citation.

Effective **June 15, 2026**, every person who signs a filing — attorney or self-represented — certifies that **the legal authorities identified exist and are accurately cited.**²³ The rule grew out of cases in which generative-AI tools invented fake citations, and it applies to motions to compel, motions to vacate, and every other paper you file.

Sanctions for a false certification include reprimand, contempt, striking the filing, dismissal, costs, and attorney's fees.²³ Arbitration is a citation-heavy area — *Seifert, Airbnb v. Doe*, the FAA sections, Chapter 682 sections — so the risk of a slipped or invented cite is real.

WATCH OUT · AI TOOLS HALLUCINATE ARBITRATION CASES

Generative-AI assistants confidently invent case names, reporter citations, and statute subsections. Before you file any motion in an arbitration dispute, open every authority in full on a free official source and confirm it says what you claim — you, the signer, are accountable for every word.

PRACTICE POINTER · A SAFE DEFAULT CERTIFICATION

If you used an AI tool and are unsure what your court requires, add: "I certify that I have independently verified all factual assertions and legal citations in this filing for accuracy." Then make sure it is true.



STAGE 6 · COURT-ORDERED

Mechanics that decide nonbinding cases

A few procedural details inside court-ordered nonbinding arbitration regularly decide who wins the right to a trial — and who pays.

The clock runs from service of the written decision

The 20-day rejection period starts when the written decision is served; if it was served by mail, a short additional mailing period applies before the clock effectively ends.²¹

A premature rejection does not count

A rejection filed before the written decision issues is premature and does **not** preserve the right to a trial. Wait for the decision, then file.²¹

Each claim against each defendant stands alone

For rejection purposes, each claim against each defendant is treated separately — rejecting as to one does not automatically reject as to all.²¹

You cannot dodge an adverse decision by dismissing

A plaintiff cannot escape an unfavorable nonbinding decision by voluntarily dismissing the case.²⁰

WATCH OUT · THE COST-SHIFT SITS ALONGSIDE OTHER SETTLEMENT TOOLS

The 25% cost-shift under the ADR statute can stack with separate settlement-proposal penalties. Weigh the full downside before you reject a decision and demand a trial.

PUTTING IT TOGETHER

A clear-headed arbitration workflow

Whichever track you are on, the same disciplined sequence keeps you out of the traps.

Identify the track

Contract clause → binding (Stages 1–5). Court order → nonbinding (Stage 6). Everything else flows from this.

Read the clause or the order word-for-word

For binding: the scope language and any AAA/JAMS incorporation. For nonbinding: the date of service and the rejection deadline.

Decide your goal and act early

Want arbitration? Move to compel before litigating. Want to avoid it? Challenge the clause specifically and watch for waiver by the other side.

Calendar every deadline

90 days to vacate a binding award; 30 days to appeal an appealable order; 20 days to reject a nonbinding decision.

Verify every citation before you sign

Under the June 15, 2026 rule, you certify that every authority exists and is accurately cited.

PRACTICE POINTER · WHEN IN DOUBT, PRESERVE THE DEADLINE

If you are unsure whether to reject a nonbinding decision or vacate a binding award, file the protective document within the deadline first — you can usually withdraw it, but you cannot revive a blown clock.

BEFORE YOU FILE

A quick arbitration checklist

I identified my track — binding (contract) or court-ordered nonbinding.

I read the arbitration clause word-for-word, including any AAA/JAMS incorporation.

If seeking arbitration, I moved to compel before litigating the merits.

If resisting, I challenged the arbitration clause specifically — not just the contract.

I calendared the 90-day vacatur clock and the 30-day appeal clock for binding awards.

For nonbinding, I calendared the 20-day rejection deadline and used the 2024 notice.

I weighed the 25% cost-shift before rejecting a nonbinding decision.

I opened every cited authority in full and verified it before signing.

Where to find Florida law — for free

- Court rules — floridabar.org/rules
- Statutes (Ch. 44, Ch. 682) — leg.state.fl.us/statutes
- Cases — law.justia.com/cases/florida
- Citor-style search — scholar.google.com
- Federal Arbitration Act — uscode.house.gov (Title 9)
- Forms & self-help — help.flcourts.gov

PRACTICE POINTER · ALWAYS VERIFY LOCALLY

Rules and procedures change, and every circuit and judge has local requirements. Before each filing, confirm the current rule, your circuit's administrative orders, and the judge's procedures. For more OLSI guides, visit www.openlawservices.org.

SOURCES & AUTHORITIES

Endnotes

Every legal proposition in this guide is grounded in the authorities below, cited in Bluebook form and verified against official Florida sources as of June 2026.

- 1 9 U.S.C. §§ 1–16 (Federal Arbitration Act); *Southland Corp. v. Keating*, 465 U.S. 1, 10–16 (1984); *AT & T Mobility LLC v. Concepcion*, 563 U.S. 333, 343–52 (2011); *Kindred Nursing Ctrs. Ltd. P’ship v. Clark*, 581 U.S. 246, 251–53 (2017).
- 2 FAA § 2 savings clause; *Doctor’s Assocs., Inc. v. Casarotto*, 517 U.S. 681, 687 (1996) (only generally applicable contract defenses survive).
- 3 Revised Florida Arbitration Code, Ch. 682, Fla. Stat. (2025); adopted by Ch. 2013-232, Laws of Fla. (eff. July 1, 2013); applicable to all agreements as of July 1, 2016 (§ 682.013(4)).
- 4 *Visiting Nurse Ass’n of Fla., Inc. v. Jupiter Med. Ctr., Inc.*, 154 So. 3d 1115, 1124–25 (Fla. 2014) (FAA supplies enforcement principles; RFAC supplies procedure where not in conflict).
- 5 *Seifert v. U.S. Home Corp.*, 750 So. 2d 633, 636 (Fla. 1999) (three-part test); § 682.03(1)(b), Fla. Stat. (“proceed summarily”); § 682.03(6) (automatic stay); accord 9 U.S.C. §§ 3–4.
- 6 *Jackson v. Shakespeare Found., Inc.*, 108 So. 3d 587, 593 (Fla. 2013); *Seifert*, 750 So. 2d at 637–38 (“significant relationship”; broad vs. narrow clauses).
- 7 *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 83–85 (2002) (arbitrability presumptively for the court).
- 8 *First Options of Chi., Inc. v. Kaplan*, 514 U.S. 938, 944 (1995); *Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 68–70 (2010) (“clear and unmistakable” delegation).
- 9 *Airbnb, Inc. v. Doe*, 336 So. 3d 698, 703–05 (Fla. 2022) (incorporation of AAA Rules = clear delegation; sophistication irrelevant); *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 68–71 (2019) (no “wholly groundless” exception).
- 10 *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 403–04 (1967); *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445–49 (2006); *Granite Rock Co. v. Int’l Bhd. of Teamsters*, 561 U.S. 287, 296–301 (2010); *Basulto v. Hialeah Auto.*, 141 So. 3d 1145, 1155 (Fla. 2014).
- 11 *Morgan v. Sundance, Inc.*, 596 U.S. 411, 417–19 (2022) (no FAA-specific prejudice requirement); *Raymond James Fin. Servs., Inc. v. Saldukas*, 896 So. 2d 707, 711 (Fla. 2005).
- 12 *Basulto v. Hialeah Auto.*, 141 So. 3d 1145, 1157–58 (Fla. 2014) (both procedural and substantive unconscionability required, on a sliding scale).

SOURCES & AUTHORITIES

Endnotes

- 1 *Smith v. Spizzirri*, 601 U.S. 472 (2024) (FAA § 3 mandates a stay, not dismissal, on request); § 682.03(6)–(7), Fla. Stat.
- 2 § 682.04, Fla. Stat.; 9 U.S.C. § 5 (court appoints if parties cannot agree); *Green Tree Servicing, LLC v. McLeod*, 15 So. 3d 682, 687 (Fla. 2d DCA 2009) (limited discovery; arbitrator discretion).
- 3 § 682.031, Fla. Stat.; *Sea Vault Partners, LLC v. Bermello, Ajamil & Partners, Inc.*, 274 So. 3d 473, 477 (Fla. 3d DCA 2019) (provisional remedies).
- 4 § 682.12, Fla. Stat. (confirmation mandatory unless modified or vacated); 9 U.S.C. § 9.
- 5 § 682.13, Fla. Stat. (exclusive vacatur grounds; 90-day deadline under § 682.13(2)); *Visiting Nurse Ass'n*, 154 So. 3d at 1132–34 (no manifest disregard, public policy, or “arbitrary and capricious”); *Hall St. Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 584–87 (2008) (no contractual expansion of review).
- 6 § 682.20, Fla. Stat.; Fla. R. App. P. 9.130(a)(3)(C)(iv) (non-final orders determining entitlement to arbitration); *Bennett v. Berges*, 50 So. 3d 1154, 1158 (Fla. 4th DCA 2010) (rehearing does not toll rendition); 9 U.S.C. § 16.
- 7 § 44.103, Fla. Stat. (2025) (court-ordered nonbinding arbitration; “any contested civil action”); Ch. 44, Fla. Stat. generally.
- 8 Art. I, § 22, Fla. Const. (jury-trial right); *Klein v. J.L. Howard, Inc.*, 600 So. 2d 511 (Fla. 4th DCA 1992); *Patterson v. Allstate Ins. Co.*, 884 So. 2d 178, 180–81 (Fla. 2d DCA 2004) (no escape by voluntary dismissal).
- 9 Fla. R. Civ. P. 1.820, as amended eff. July 1, 2024 (*In re Amendments to Fla. Rules of Civ. Proc.*, 386 So. 3d 876 (Fla. 2024)) (“notice of rejection of the arbitration decision and request for trial” replaces “motion for trial”; 20-day deadline); *Furia v. Zicarelli*, 935 So. 2d 103, 104–05 (Fla. 4th DCA 2006) (mail adds time); *Stowe v. Universal Prop. & Cas. Ins. Co.*, 937 So. 2d 156, 158 (Fla. 4th DCA 2006) (premature rejection); *Johnson v. Levine*, 736 So. 2d 1235 (Fla. 4th DCA 1999) (each claim severable).
- 10 § 44.103(6), Fla. Stat. (25% cost-shift); *Francis v. Akerly*, 884 So. 2d 455, 456 (Fla. 4th DCA 2004); *Centex-Rooney Constr. Co. v. Martin County*, 725 So. 2d 1255 (Fla. 4th DCA 1999); *Connell v. City of Plantation*, 901 So. 2d 317 (Fla. 4th DCA 2005).
- 11 Fla. R. Gen. Prac. & Jud. Admin. 2.515(d)(2), eff. June 15, 2026 (every signer certifies the legal authorities identified exist and are accurately cited); *In re Representations by Signers of Filings*, No. AOSC26-12 (Fla. May 28, 2026) (sanctions: reprimand, contempt, striking, dismissal, costs, fees).