

1981 WL 157999 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

October 5, 1981

**\*1 Re: Mediation/Arbitration Clauses**

Mr. James E. Likins  
President  
Geocon Incorporated  
9530 Dowdy Drive  
San Diego, CA 92126

Dear Mr. Likins:

You have written to ask about the enforceability in South Carolina of a proposed mediation/arbitration clause which you are considering inserting in your standard contract agreement. I am transmitting to you a copy of the South Carolina Arbitration statute, which has been held enforceable. You will note that there is a notice requirement in the statute. The State of South Carolina does not have an arbitration or a mediation clause in its construction contracts and, in the past, when using the standard form AIA agreements, the arbitration clause is required by State policy to be stricken out.

As to the enforceability of a mediation/arbitration clause in South Carolina, so long as your standard contract agreement carried on its front page notice that an arbitration provision was included within the contract, such a clause would be enforceable in the State of South Carolina in private contracts.

Please do not hesitate to contact me if I may be of further assistance to you.

Sincerely,

Judith Evans Finuf  
Assistant Attorney General

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