

### 13-22-201. Definitions

As used in this part 2, unless the context otherwise requires:

- (1) "Arbitration organization" means an association, agency, board, commission, or other entity that is neutral and initiates, sponsors, or administers an arbitration proceeding or is involved in the **appointment of an arbitrator**.
- (2) "Arbitrator" means an individual appointed to **render an award**, alone or with others, in a controversy **that is subject to an agreement to arbitrate**.

### 13-22-203. Applicability

- (1) Except as otherwise provided in subsection (2) of this section, this part 2 shall govern **an agreement to arbitrate made on or after August 4, 2004**.
- (2) This part 2 shall govern **an agreement to arbitrate** made before August 4, 2004, if all parties to the agreement or to the arbitration proceeding so agree in a record.

### 13-22-207. Motion to compel or stay arbitration

- (1) On the motion of a person **showing an agreement to arbitrate** and alleging another person's refusal to arbitrate **pursuant to the agreement**:
  - (a) If the refusing party does not appear or does not oppose the motion, the court shall order the parties to arbitrate; and
  - (b) If the refusing party opposes the motion, the court shall proceed summarily to decide the issue and order the parties to arbitrate unless it finds that **there is no enforceable agreement to arbitrate**.
- (2) On the motion of a person alleging that an arbitration proceeding has been initiated or threatened but that **there is not an agreement to arbitrate**, the court shall proceed summarily to decide the issue..
- (3) If the court finds that **there is no enforceable agreement**, it may not invoke the provisions of subsection (1) or (2) of this section to order the parties to arbitrate.

### RECENT ANNOTATIONS

A **signatory to an agreement containing an arbitration clause** may be equitably estopped from avoiding arbitration when the signatory sues a nonsignatory on claims that (1) presume the existence of that agreement; or (2) allege interconnected and concerted misconduct between the nonsignatory and one or more of the signatories related to that agreement. Meister v. Stout, 2015 COA 60, 353 P.3d 916.

### ANNOTATION

When arbitration proceedings stayed. A court is empowered to stay arbitration proceedings upon a showing that **there is no agreement to arbitrate**; and where it is apparent from the language of the **contract** that the issue sought to be arbitrated lies clearly beyond the scope of the **arbitration clause**, a **court cannot order arbitration**. *Cabs, Inc. v. Delivery Drivers Local 435*, 39 Colo. App. 241, 566 P.2d 1078 (1977).

**This section gives the court authority to stay an arbitration only if there is no arbitration agreement or it appears from the arbitration agreement that the claim sought to be arbitrated is beyond the scope of the arbitration clause.** *Sopko v. Clear Channel Satellite Servs., Inc.*, 151 P.3d 663 (Colo. App. 2006).

In resolving a motion to compel arbitration **the court must inquire whether there is a valid agreement to arbitrate between the parties to the action**, and whether the issues being disputed are within the scope of that agreement. *Eychner v. Van Vleet*, 870 P.2d 486 (Colo. App. 1993).

**In considering a motion to compel arbitration, the court must first determine whether a valid agreement to arbitrate exists.** *Eagle Ridge Condo. Ass'n v. Metro. Builders, Inc.*, 98 P.3d 915 (Colo. App. 2004).

**The right to compel arbitration is derived from contract. Unless the intent of the parties to the contract is to bring a nonparty within the scope of an arbitration agreement, one who is not a party to the contract lacks standing to compel, or to be subject to, arbitration.** *Eychner v. Van Vleet*, 870 P.2d 486 (Colo. App. 1993); *Parker v. Center for Creative Leadership*, 15 P.3d 297 (Colo. App. 2000); *Eagle Ridge Condo. Ass'n v. Metro. Builders, Inc.*, 98 P.3d 915 (Colo. App. 2004).

**In determining whether the parties agreed or intended to submit an issue to arbitration, the ordinary principles of contract interpretation apply.** *Eagle Ridge Condo. Ass'n v. Metro. Builders, Inc.*, 98 P.3d 915 (Colo. App. 2004).

13-22-212. Disclosure by arbitrator

(1) Before accepting an appointment, an individual who is requested to serve as an arbitrator, after making a reasonable inquiry, shall disclose to all parties to the agreement to arbitrate and arbitration proceeding and to any other arbitrators any known facts that a reasonable person would consider likely to affect the impartiality of the arbitrator in the arbitration proceeding, including:

(a) A financial or personal interest in the outcome of the arbitration proceeding; and

**(b) A current or previous relationship with any of the parties to the agreement to arbitrate or the arbitration proceeding, their counsel or representatives, a witness, or another arbitrator.**

(2) An arbitrator shall have a continuing obligation to disclose to all parties to the agreement to arbitrate and to the arbitration proceeding and to any other arbitrators any facts that the arbitrator learns after accepting appointment that a reasonable person would consider likely to affect the impartiality of the arbitrator.

(3) If an arbitrator discloses a fact required to be disclosed by subsection (1) or (2) of this section and a party timely objects to the appointment or continued service of the arbitrator based upon the fact

disclosed, the objection may be a ground under [section 13-22-223 \(1\) \(b\)](#) for vacating an award made by an arbitrator.

(4) If the arbitrator does not disclose a fact as required by subsection (1) or (2) of this section, upon timely objection by a party, the court may vacate an award under [section 13-22-223 \(1\) \(b\)](#).

(5) An arbitrator appointed as a neutral arbitrator who does not disclose a known, direct, and material interest in the outcome of the arbitration proceeding or a known, existing, and substantial relationship with a party shall be presumed to act with evident partiality under [section 13-22-223 \(1\) \(b\)](#).