788.01 Arbitration clauses in contracts enforceable. A provision in any written contract to settle by arbitration a controversy thereafter arising out of the contract, or out of the refusal to perform the whole or any part of the contract, or an agreement in writing between 2 or more persons to submit to arbitration any controversy existing between them at the time of the agreement to submit, shall be valid, irrevocable and enforceable except upon such grounds as exist at law or in equity for the revocation of any contract. This chapter shall not apply to contracts between employers and employees, or between employers and associations of employees, except as provided in s. 111.10, nor to agreements to arbitrate disputes under s. 292.63 (6s) or 230.44 (4) (b). History: 1979 c. 32 s. 64; Stats. 1979 s. 788.01; 1993 a. 16; 1997 a. 237, 254; 2001 a. 38; 2013 a. 20.

An insurer’s refusal to either pay the plaintiff’s claim under the uninsured motorist provision of its automobile policy or submit to arbitration as required by a clause that could be invoked by either party constituted a breach of the contract and a waiver of the right to later demand arbitration. Collicott v. Economy Fire and Casualty Co., 68 Wis. 2d 115, 227 N.W.2d 668 (1975).

Failure to comply with provisions of ch. 298 [now this chapter] constitutes waiver of the contractual right to arbitration. State ex rel. Carl v. Charles, 71 Wis. 2d 85, 237 N.W.2d 29 (1976).

If the intent of the parties is not clearly expressed, the court favors construing an arbitration agreement as statutory rather than common law arbitration. Stradinger v. City of Whitewater, 89 Wis. 2d 19, 277 N.W.2d 827 (1979).

Although courts have common law jurisdiction to enforce arbitration awards generally, they cannot enforce an award against the state absent express legislative authorization. Journal Exch. v. Wisconsin Teaching Assistants Associates v. UW−Madison, 96 Wis. 2d 492, 292 N.W.2d 657 (Ct. App. 1980). But see the note to State v. P.G. Miron Constr. Co.

Municipal labor arbitration is within the scope of this chapter. Milwaukee District Council 48 v. Milwaukee Sewerage Commission, 107 Wis. 2d 598, 321 N.W.2d 309 (Ct. App. 1982).

Insurance coverage is a proper matter for arbitration. Maryland Casualty Co. v. Seidenspinner, 181 Wis. 2d 930, 512 N.W.2d 186 (Ct. App. 1994).

Sovereign immunity is not applicable to arbitration and there need not be specific statutory authority for the state to be subject to the arbitration provisions of this chapter. State v. P.G. Miron Construction Co., 181 Wis. 2d 1045, 512 N.W.2d 499 (1994).

Preclusion doctrines preventing rehearing of identical claims are applicable to a limited extent in arbitration cases. Dane County v. Dane County Union Local 65, 310 Wis. 2d 267, 765 N.W.2d 540 (Ct. App. 1997), 96−0359.

The party seeking to submit an issue to arbitration is entitled to a question of law for the courts to decide. Kimberly Area School District v. Zdanovec, 222 Wis. 2d 27, 586 N.W.2d 41 (Ct. App. 1998), 98−0783.

The trial court erred in ruling that the unavailability of the arbitrator named in an agreement resulted in a dissolution of the agreement’s arbitration provision. When the primary purpose of the dispute resolution provision in the agreement is to arbitrate disputes that arise between the parties, the unavailability of the named arbitrator does not nullify an arbitration provision. Madison Teachers, Inc. v. Wisconsin Education Ass’n Council, 2005 WI App 180, 285 Wis. 2d 737, 703 N.W.2d 711, 04−1053.

The designation of a specific arbitration service and the incorporation of its rules governing all aspects of arbitration was integral to the parties’ alternate dispute resolution (ADR) agreement to the same degree as integral to the agreement to arbitrate itself. In light of a judgment effectuating permanent arbitration service from arbitration, the ADR agreement failed altogether. Riley v. Extendicare Health Facilities, Inc., 2013 WI App 9, 345 Wis. 2d 804, 828 N.W.2d 398, 12−0311.

This section provides that a contractual provision to arbitrate is irrevocable “except upon such grounds as exist at law or in equity for the revocation of a contract.” No Wisconsin or federal case establishes that, once arbitration is contracted as the forum for dispute resolution, parties can never later contract for an alternative forum for dispute resolution. Fundamental principles of freedom to contract support the proposition that parties can subsequently contract to modify the terms of a previous contract. This section limits such freedom to contract neither a party to an enforceable contract that clearly and expressly supersedes a first contract is grounds as exist at law or in equity for the revocation of a contract. Midwest Neurosciences Associates, LLC v. Great Lakes Neurosurgical Associates, LLC, 2018 WI 112, 384 Wis. 2d 669, 920 N.W.2d 767, 16−0601.

Arbitration is a matter of contract between private parties who enjoy that freedom. A circuit court has no authority to halt a contractually agreed upon arbitration. The circuit court may act only to ensure the parties who contracted for arbitration abide by their contractual agreement. State ex rel. CityDeck Landing LLC v. Circuit Court for Chippewa County, 2019 WI 15, 385 Wis. 2d 516, 922 N.W.2d 932, 18−0291.

While a court’s authority under the Federal Arbitration Act to compel arbitration may be considerable, it isn’t unconditional. A court should decide for itself whether 9 § 4 of the Act’s “contracts of employers and employees” exclusion applies before ordering arbitration. After all, to invoke its statutory powers to stay litigation and compel arbitration according to a contract’s terms, a court must first know whether the contract it determines within or beyond the boundaries of the Act. New Prime Inc. v. Oliveira, 586 U.S., 139 S. Ct. 532, 202 L. Ed. 2d 536 (2019).

The Federal Arbitration Act (FAA) provides states from singling out arbitration provisions for suspect status. When state law prohibits outright the arbitration of a particular type of claim, the conflicting rule is displaced by the FAA. This section prohibits outright enforcing arbitration agreements in employment disputes, means that it is displaced by the FAA. Nevill v. Johnson Controls International PLC, 364 F. Supp. 3d 932 (2019).

Commercial arbitration agreements: let the signers beware. 61 MLR 466.

788.015 Agreement to arbitrate real estate transaction disputes. A provision in any written agreement between a purchaser or seller of real estate and a real estate broker, or between a purchaser and seller of real estate, to submit to arbitration any controversy arising out of the real estate transaction is valid, irrevocable and enforceable except upon any grounds that exist at law or in equity for the revocation of any agreement. The agreement may limit the types of controversies required to be arbitrated and specify a term during which the parties agree to be bound by the agreement. History: 1991 a. 163.

788.02 Stay of action to permit arbitration. If any suit or proceeding be brought upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.02.
tion of arbitration; therefore, doubts are resolved in favor of arbitration coverage. Mortimore v. Merge Technologies Inc., 2012 WI App 109, 544 Wis.2d 459, 824 N.W.2d 155, 11-1039.

that section, and relevant case law. First Weber Group, Inc. v. Synergy Real Estate Group, LLC, 2015 WI 34, 361 Wis.2d 496, 860 N.W.2d 498, 12-1025.

The procedure under s. 788.02 is somewhat truncated in comparison to this section, but the circuit court’s responsibility is essentially the same. Both this section and s. 788.02 require the circuit court to do nothing more than determine whether the parties must arbitrate their dispute and then ensure that they do. L.G. v. Aurora Residential Alternatives, Inc., 2019 WI 79, 387 Wis.2d 724, 929 N.W.2d 590, 18-0656.

Arbitrators, how chosen. (1) In the agreement, provision is made for a method of naming or appointing an arbitrator or arbitrators or an umpire that method shall be followed. If no method is provided in the agreement, or if a method is provided and any party thereto fails to make use of the method, or if for any other reason there is a lapse in the naming of an arbitrator or arbitrators or an umpire, or in filling a vacancy, then upon the application of either party to the controversy, the court specified in s. 788.02 or the circuit court for the county in which the arbitration is to be held shall designate and appoint an arbitrator, arbitrators or umpire, as the case or sub. (2) May require, who shall act under the agreement with the same force and effect as if specifically named in the agreement; and, except as provided in sub. (2) or unless otherwise provided in the agreement, the arbitration shall be by a single arbitrator.

A party aggrieved by the alleged failure, neglect or refusal of another to arbitrate is at issue. Midwest Neurosciences Associates, LLC v. Great Lakes Neurosurgical Associates, LLC, 2018 WI 112, 384 Wis.2d 669, 920 N.W.2d 767, 16-0601.

the court to determine the appropriate specialty of the arbitrator for each action to be arbitrated.

An application to stay pursuant to this section is a special proceeding within the meaning of s. 808.03 (1), and a circuit court order denying a request to compel arbitration and stay a pending lawsuit is final for the purposes of appeal. L.G. v. Aurora Residential Alternatives, Inc., 2019 WI 79, 387 Wis.2d 724, 929 N.W.2d 590, 18-0656.

A substitute member of the professional shall be appointed by the court. When more than one arbitrator is agreed to, all of the arbitrators shall be chosen in the same manner as the person designated to arbitrate.

A party aggrieved by the alleged failure, neglect or refusal of another to arbitrate is at issue. Midwest Neurosciences Associates, LLC v. Great Lakes Neurosurgical Associates, LLC, 2018 WI 112, 384 Wis.2d 669, 920 N.W.2d 767, 16-0601.

The party aggrieved by the alleged failure, neglect or refusal of another to perform under a written agreement for arbitration may petition any court of record having jurisdiction of the parties or of the property as to which the failure to proceed to arbitration proceedings is in issue. In answering both who determines arbitrability and what is subject to arbitration, a court applies state-law contract principles and this chapter. According to contract law, an arbitration agreement based on a generally applicable contract defenses like fraud or unconscionability, but not on legal rules that apply only to arbitration or that derive their meaning from the fact that an agreement to arbitrate is at issue. Midwest Neurosciences Associates, LLC v. Great Lakes Neurosurgical Associates, LLC, 2018 WI 112, 384 Wis.2d 669, 920 N.W.2d 767, 16-0601.

arbitration panel shall be chosen in the same manner as the person designated to arbitrate.

This section is only available when an underlying lawsuit has not yet been filed. When a lawsuit has been commenced, a party may not use the special procedure outlined in this section to compel arbitration. The may still seek an order to arbitrate in the court where the underlying lawsuit is pending, not by initiating a separate action. The Payday Loan Store of Wisconsin Inc. v. Krueger, 2018 WI 79, 387 Wis.2d 237, 828 N.W.2d 544 (Ct. App. 1997).

Timeliness and stoppage defenses against arbitration are to be determined in the arbitration proceedings, not by a court in a proceeding under this section to compel arbitration. This conclusion in this case was based on Wisconsin’s public policy favoring arbitration, the arbitration agreement in this case, the Realtors Association’s arbitration procedures, the limited role of courts in actions to compel arbitration under this section, and relevant case law. First Weber Group, Inc. v. Synergy Real Estate Group, LLC, 2015 WI 34, 361 Wis.2d 496, 860 N.W.2d 498, 12-1025.

The legislators have determined that the courts have a limited role in the context of arbitration, but it must do so in the court where the underlying lawsuit is pending, not by initiating a separate action. The Payday Loan Store of Wisconsin Inc. v. Krueger, 2018 WI 79, 387 Wis.2d 237, 828 N.W.2d 544 (Ct. App. 1997).

The procedure under s. 788.02 is somewhat truncated in comparison to this section, but the circuit court’s responsibility is essentially the same. Both this section and s. 788.02 require the circuit court to do nothing more than determine whether the parties must arbitrate their dispute and then ensure that they do. L.G. v. Aurora Residential Alternatives, Inc., 2019 WI 79, 387 Wis.2d 724, 929 N.W.2d 590, 18-0656.

An insured who acceded to the insurer’s refusal to arbitrate the insured’s uninsured motorist claim until after the insured’s passengers’ claims were litigated was not an “aggrieved party” within the meaning of this section. Worthington v. Farmers Insurance Exchange, 2007 WI App 134, 308 Wis.2d 715, 790 N.W.2d 635, 07-1039.
witnesses in circuit court. Witnesses and interpreters attending before an arbitration shall receive fees as prescribed in s. 814.67.

788.07 Depositions. Upon petition, approved by the arbitrators or by a majority of them, any court of record in and for the county in which such arbitrators, or a majority of them, are sitting may direct the taking of depositions to be used as evidence before the arbitrators, in the same manner and for the same reasons as provided by law for the taking of depositions in suits or proceedings pending in the courts of record in this state. 

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.07.

Arbitrators have no inherent authority to dictate the scope of discovery. Absent an express agreement the parties are limited to the procedures for depositions as described in this section. Borsr v. Allstate Insurance Co., 2006 WI 70, 291 Wis. 2d 361, 717 N.W.2d 42, 04−0044.

For purposes of discovery outside of that allowed by this section, an insurance policy must provide for it expressly, explicitly, specifically, and in a clearly drafted clause. For a policy to adequately describe the discovery mechanisms to be used at arbitration it must indicate in the policy that the mechanisms are in fact discovery mechanisms and that they are meant to be available at arbitration. A provision stating that “local rules of law as to procedure and evidence will apply” was not an explicit, specific, and clearly drafted reference to ch. 804 or to any other discovery rules. Marlowe v. IDS Property Casualty Insurance Co., 2013 WI 29, 346 Wis. 2d 450, 828 N.W.2d 812, 11−2007. Borss Clarifies Arbitration Procedures. Frankel. Wis. Law. Dec. 2006.

788.08 Written awards. The award must be in writing and must be signed by the arbitrators or by a majority of them.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.08.

788.09 Court confirmation award, time limit. At any time within one year after the award is made any party to the arbitration may apply to the court in and for the county within which such award was made for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified or corrected under s. 788.10 or 788.11. Notice in writing of the application shall be served upon the adverse party or the adverse party’s attorney 5 days before the hearing thereof. 

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.10, 1981 c. 390; 1993 a. 788.10.

The time limit under s. 788.13 does not apply when the prevailing party moves to confirm under s. 788.09 and an adverse party wishes to raise objections under ss. 788.10 and 788.11. Milwaukee Police Association v. Milwaukee, 92 Wis. 2d 145, 285 N.W.2d 119 (1979).

788.10 Vacation of award, hearing by arbitrators. 

(1) In either of the following cases the court in and for the county wherein the award was made must make an order vacating the award upon the application of any party to the arbitration:

(a) Where the award was procured by corruption, fraud or undue means; 

(b) Where there was evident partiality or corruption on the part of the arbitrators, or of either of them; 

(c) Where the arbitrators were guilty of misconduct in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; 

(d) Where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made. 

(2) Where an award is vacated and the time within which the agreement required the award to be made has not expired, the court may, in its discretion, direct a re hearing by the arbitrators. 

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.10.

A court may order arbitrators to hear further testimony without establishing a new panel. Gallagher v. Schernecker, 60 Wis. 2d 143, 208 N.W.2d 437 (1973).

The interjection of a new contract time period in an amended final offer after the grievance was submitted to the arbitrator is not permitted. Oshkosh v. Union Local 796−A, 2011 WI App 117, 701 N.W.2d 464 (1995).

Evident partiality” under sub. (1) (b) exists only when a reasonable person knowing the facts would have such doubts about the arbitrator’s impartiality that the person would have taken action on the information. DeHaker v. Shah, 194 Wis. 2d 104, 533 N.W.2d 464 (1995).

This section does not prevent the vacation of an arbitration award on the basis of a manifest disregard of the law. Employer’s Insurance of Wausau v. London’s, 202 Wis. 2d 673, 552 N.W.2d 420 (Ct. App. 1996), 95−2930.

Arbitration awards are presumptively valid, and an award may not be attacked on the grounds that a portion of it could conceivably be allowable to an allegedly improbable item. Scherrer Construction Co. v. Burlington Mem. Hosp. 64 Wis. 2d 720, 221 N.W.2d 361 (1974).

Contacts between the arbitrator and one party outside the presence of the other do not in themselves justify vacating an award to the party involved if the challenger does not demonstrate either improper intent or influence by clear and convincing evidence. Manitowoc v. Manitowoc Police Department, 70 Wis. 2d 1006, 236 N.W.2d 231 (1975).

An arbitrator exceeded his authority under sub. (1) (d) in determining that the discharge of a city employee for a violation of an ordinance residency requirement was not for just cause within the meaning of the collective bargaining agreement. WERC v. Teamsters Local No. 563, 75 Wis. 2d 602, 250 N.W.2d 696 (1977).

An arbitrator did not exceed his powers by adopting a ministerial−substantive distinction in determining the scope of the unfettered management function provided by agreement. The arbitrator did exceed his powers by ordering maintenance of past practice without finding that the agreement required such action. Wisconsin Professional Fire Fighters Local 215 v. City of Milwaukee, 99 Wis. 2d 1, 253 N.W.2d 481 (1977).

Arbitrators did not exceed their authority by arbitrating a grievance under a “discharge and nonrenewal” clause of a collective bargaining agreement when the contract evidence was ambiguous. The board did not accept this counteroffer or offer the teacher a second contract. Joint School District No. 10 v. Jefferson Education Association, 78 Wis. 2d 94, 252 N.W.2d 536 (1977).

Although the report of an arbitrator did not explicitly mention a counterclaim, the trial court did not err in determining that the denial of the counterclaim was implicit in the arbitrator’s findings. The failure of the arbitrator to state his reasons or support findings is not grounds for objection to the arbitrator’s award. McKenzie v. Warmka, 81 Wis. 2d 591, 260 N.W.2d 752 (1978).

The disclosure requirements for neutral arbitrators regarding the vacation of an award under sub. (1) (b) are discussed. Richco Structures v. Parkside Village, Inc., 82 Wis. 2d 547, 263 N.W.2d 204 (1978).

Courts should apply one standard of review of arbitration awards under municipal collective bargaining agreements. Milwaukee Metropolitan School District v. WERC, 86 Wis. 2d 249, 272 N.W.2d 314 (Ct. App. 1978).

The time limit under s. 788.13 does not apply when the prevailing party moves to confirm under s. 788.09 and an adverse party wishes to raise objections under ss. 788.10 and 788.11. Milwaukee Police Association v. Milwaukee, 92 Wis. 2d 145, 285 N.W.2d 119 (1979).

Sub. (1) (d) requires a court to vacate an arbitrator’s award when the arbitrator exceeds his or her powers. Arbitration awards must be vacated when they conflict with governing law, as set forth in the constitution, a statute, or case law interpreting the constitution or a statute. Racine County v. International Ass’n of Machinists & Aerospace Workers, 2008 WI 70, 310 Wis. 2d 508, 751 N.W.2d 312, 06−0964.

Courts will vacate an award when arbitrators exceeded their powers through per−verse misconstruction, positive misconduct, a manifest disregard of the law, or when the award is illegal or in violation of strong public policy. When there is no contractual language that would allow for the arbitrator’s construction, there is no reasonable foundation for the award. In such a case, the arbitrator perversely misconstructs the contract and exceeds the authority granted by the collective bargaining agreement. Baldwin−Woodville Area School Dist. v. West Central Education Ass’n, 2009 WI 51, 317 Wis. 2d 691, 766 N.W.2d 591, 08−0519. See also Milwaukee Police Supervisors’ Organization v. City of Milwaukee, 2012 WI App 59, 341 Wis. 2d 361; 815 N.W.2d 391, 11−1174.

The arbitration panel’s decision in this case was properly modified by the circuit court under ss. 788.10 and 788.11 because the arbitrators exceeded their authority by failing to fully review and apply the supreme court’s decisions on the collateral source rule and the law of damages. Orloski v. State Farm Mutual Automobile Insurance Co., 2012 WI 21, 339 Wis. 2d 1, 810 N.W.2d 755, 09−2848.

A party involved in an arbitration proceeding must ordinarily wait until the arbitrators have reached a final decision on the award to be given, if any, before turning to the circuit courts. Courts that have permitted interlocutory review during an arbitration proceeding have done so only in rare circumstances that present a compelling reason to depart from the normal practice, balancing the need for efficient and orderly arbitration proceedings with the need for an occasional exception to accommodate especially arguable and irremediably prejudicial matters that demand the immediate attention of the courts. Marlowe v. IDS Property Casualty Insurance Co., 2013 WI 29, 346 Wis. 2d 450, 828 N.W.2d 812, 11−2067.

An arbitrator that has contracted to abide by the results of binding arbitration and then participates in the arbitration should not be allowed to seek to have a circuit court vacate the results based on an issue that the party could have, but did not, bring to the attention of the arbitrator in a clear manner. A party forfeits any claimed error made during the course of arbitration by failing to voice an objection before the arbitrator on some specific ground. Loren Imhoff Homebuilder, Inc. v. Taylor, 2020 WI App 80, 395 Wis. 2d 178, 953 N.W.2d 353, 19−2205.

That an arbitrator made a mistake in failing to reject a valid legal defense does not provide grounds for vacating an award unless the arbitrator deliberately disregarded the law. Flexible Manufacturing Systems v. Super Products Corp., 86 F.3d 96 (1996).


788.11 Modification of award. (1) In either of the following cases the court in and for the county wherein the award was made must make an order modifying or correcting the award upon the application of any party to the arbitration:

(a) Where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing or property referred to in the award;

(b) Where the arbitrators have awarded upon a matter not submitted to them unless it is a matter not affecting the merits of the decision upon the matters submitted;

(c) Where the award is imperfect in matter of form not affecting the merits of the controversy.

(2) The order must modify and correct the award, so as to effect the intent thereof and promote justice between the parties. History: 1979 c. 32 s. 64; Stats. 1979 s. 788.11.

The intent of the parties controls a determination under sub. (1) (b) whether a matter was submitted to the arbitrator. Milwaukee Professional Fire Fighters Local 215 v. Milwaukee, 78 Wis. 2d 1, 253 N.W.2d 481 (1977).

A court had no jurisdiction to vacate or modify an award if grounds under ss. 788.10 or 788.11 did not exist. Milwaukee Police Association v. Milwaukee, 92 Wis. 2d 175, 285 N.W.2d 133 (1979).

The arbitration panel’s decision in this case was properly modified by the circuit court under ss. 788.10 and 788.11 because the arbitrators exceeded their authority by failing to fully review and apply the supreme court’s decisions on the collateral source rule and the law of damages. Orloski v. State Farm Mutual Automobile Insurance Company, 2012 WI 21, 339 Wis. 2d 1, 810 N.W.2d 755, 09−2848.

788.12 Judgment. Upon the granting of an order confirming, modifying or correcting an award, judgment may be entered in conformity therewith in the court wherein the order was granted. History: 1979 c. 32 s. 64; Stats. 1979 s. 788.12.

There is no statutory authority for awarding costs to a party in an arbitration proceeding. Finkenbinder v. State Farm Mutual Insurance Co., 215 Wis. 2d 145, 572 N.W.2d 501 (Ct. App. 1997), 97−0357.

788.13 Notice of motion to change award. Notice of a motion to vacate, modify or correct an award must be served upon the adverse party or attorney within 3 months after the award is filed or delivered, as prescribed by law for service of notice of a motion in an action. For the purposes of the motion any judge who might make an order to stay the proceedings in an action brought in the same court may make an order, to be served with the notice of motion, staying the proceedings of the adverse party to enforce the award. History: 1979 c. 32 s. 64; 1979 c. 176; Stats. 1979 s. 788.13.

The time limit under this section does not apply when the prevailing party moves to confirm under s. 788.09 and an adverse party wishes to raise objections under ss. 788.10 and 788.11. Milwaukee Police Ass’n v. Milwaukee, 92 Wis. 2d 145, 285 N.W.2d 119 (1979).


788.14 Papers filed with motion regarding award; entry of judgment, effect of judgment. (1) Any party to a proceeding for an order confirming, modifying or correcting an award shall, at the time the order is filed with the clerk of circuit court for the entry of judgment thereon, also file the following papers with the clerk of circuit court:

(a) The agreement, the selection or appointment, if any, of an additional arbitrator or umpire, and each written extension of the time, if any, within which to make the award;

(b) The award;

(c) Each notice, affidavit or other paper used upon an application to confirm, modify or correct the award, and a copy of each order of the court upon such an application.

(2) The judgment shall be entered in the judgment and lien docket as if it was rendered in an action.

(3) The judgment so entered shall have the same force and effect, in all respects, as, and be subject to all the provisions of law relating to, a judgment in an action; and it may be enforced as if it had been rendered in an action in the court in which it is entered. History: 1979 c. 32 s. 64; Stats. 1979 s. 788.15.

Section 806.07 (1) can be used to reopen judgments confirming arbitration awards. Under sub. (3), a judgment confirming an arbitration award shall “have the same force and effect, in all respects, as, and be subject to all the provisions of law relating to, a judgment in an action.” Sands v. Menard, Inc., 2013 WI App 47, 347 Wis. 2d 446, 831 N.W.2d 805, 12−0286.

788.15 Appeal from order or judgment. An appeal may be taken from an order confirming, modifying, correcting or vacating an award, or from a judgment entered upon an award, as from an order or judgment in an action. History: 1979 c. 32 s. 64; Stats. 1979 s. 788.15.

788.17 Title of act. This chapter may be referred to as “The Wisconsin Arbitration Act”.

History: 1979 c. 32 s. 64; Stats. 1979 s. 788.17.

788.18 Not retroactive. The provisions of this chapter shall not apply to contracts made prior to June 19, 1931. History: 1979 c. 32 s. 64; Stats. 1979 s. 788.18.