



Genevieve A. Chornenki

LL.B., LL.M.(ADR), C.Med., C.Arb.

Conflict Management Services since 1989

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AGREEMENT TO ARBITRATE

1. PARTIES:

agree to arbitrate certain differences with Genevieve A. Chornenki as arbitrator.

2. TERMS OF ARBITRATION:

The parties agree to abide by the Terms of Arbitration, attached.

3. ISSUES:

The issues to be arbitrated are as follows:

See Schedule A.

4. COSTS OF THE ARBITRATION:

The arbitrator's estimated fees and expenses are as set out in Schedule B and the parties agree to share these equally, subject to the arbitrator's discretion to award costs pursuant to Section 54 of the *Arbitration Act*, 1991. The parties shall be jointly and severally responsible to Genevieve A. Chornenki for any of her unpaid or outstanding fees and expenses.

SIGNING INDIVIDUALLY:

Each party may sign a separate copy of this agreement which, when so signed and delivered to the arbitrator, shall be an original copy even though not signed by the other parties. All such separately signed copies shall together constitute evidence of all parties' consent to be bound by this agreement.

5. CONSENT TO THIS AGREEMENT:

Each of us has read this agreement and willingly agree to proceed with the arbitration on the terms contained in it.

DATE:

per: _____

per: _____

Genevieve A. Chornenki,
Arbitrator

SCHEDULE A
Issues Being Arbitrated

SCHEDULE B
Arbitrator's Estimated Fees & Expenses

Arbitrator Fees Hearings - Full day (7 hours) \$2,950.00
 Time in excess at \$395.00 per hour

All other activities in relation to the arbitration including any preparation, pre-hearing communications (e-mails, conference calls etc.), submissions, procedural directions, awards, written reasons and post-hearing matters
\$395.00 per hour
Estimated to [stage]

Expenses Boardroom & Breakout Room
 Photocopies or facsimiles @ \$0.25 per page
 Long distance & sundry
 Other (at cost)
 Mileage - km (round trip) @ \$0.30 per km

Subtotal
HST @ 13%

TOTAL ESTIMATED FEES & EXPENSES

At the time of signing this Arbitration Agreement, each party shall pay **[insert]** to the arbitrator as an advance on the arbitrator's fees and expenses, and in any event no later than the start of the arbitration hearing.

Cancellation and Postponement Policy:

If the arbitration hearing is cancelled for any reason, the parties will pay all fees and expenses incurred to that point. If cancellation or rescheduling occurs within 30 days of the date scheduled for the arbitration hearing, the party or parties causing such cancellation or rescheduling will pay the full estimated fees and expenses of the arbitrator.

TERMS OF ARBITRATION

1. In this arbitration, **[insert]** shall be the claimant and **[insert]** shall be the respondent.

2. The hearing will take place as follows:

Date: [insert]

Time: 10 AM — 5 PM

Place: [insert]

unless otherwise agreed.

3. The hearing shall be held in private, and without the consent of the parties only the parties, their lawyers (if any) and witnesses may be present.

4. The arbitrator shall decide the dispute in accordance with the law of Ontario, including equity.

5. The arbitrator shall render her award, including reasons, in writing not later than thirty (30) days after the close of proceedings, and the award shall be released when the arbitrator's fees and expenses are paid in full.

6. There shall be no appeal whether on a question of law, fact, or mixed fact and law.

7. Other than what is specified in these terms, the procedures governing this arbitration shall be determined by the arbitrator in her sole discretion.

8. The parties will conduct themselves in good faith throughout the arbitration. The parties shall provide full disclosure to each other of all necessary information to enable the opposite party to know the case it has to meet. To this end, each party will deliver to the other and file with the arbitrator fifteen (15) days before the date set for the hearing:

- (a) a written statement indicating the points in issue, the facts supporting its position and the relief sought;
- (b) copies of all documents (including expert opinions) and other materials of any kind upon which it intends to rely for any purpose at the hearing; and
- (c) the names and addresses of any witnesses it proposes to call and a summary of their proposed testimony,

failing which no issue or claim for relief may be raised, no document or material of any kind may be tendered or relied upon, and no witness may be called to testify, without the consent of the opposite party or the permission of the arbitrator.

9. Where possible, the parties will deliver to the arbitrator an agreed statement of fact and/or law fifteen (15) days before the date of the hearing.

10. The parties may apply to the arbitrator for any further production or for the examination of any party on oath or affirmation with respect to the dispute, as the arbitrator in her sole discretion sees fit.
11. The arbitration is a confidential process. The parties and the arbitrator agree to keep all communications and information disclosed during the arbitration in confidence, except that the arbitrator may make disclosure:
 - (a) for research or educational purposes, on an anonymous basis;
 - (b) where ordered to do so by a judicial authority or where required to do so by law; or
 - (c) where the information suggests an actual or potential threat to human life or safety.
12. The parties will not initiate or take any fresh steps in any legal proceedings related to the issues in this arbitration while the arbitration is in progress.
13. The parties consent to the transmission of documents (including procedural directions and the arbitrator's final decision) and other communications to and from the arbitrator by means of unsecured e-mails and attachments.