

ARBITRATION CONTRACT *Sample*

B E T W E E N :

- and -

- and -

VICTORIA L. SMITH (THE MEDIATOR)

BACKGROUND

- 1.1 _____ and _____ were married/commenced cohabitation on _____ in _____.
- 1.2 the parties are parents of the following children:
_____, born on _____;
_____, born on _____;
_____, born on _____; and
_____, born on _____.
- 1.3 The parties have been living separate and apart since _____. There is no reasonable prospect of their resuming cohabitation.
- 1.4 The parties wish to undertake a dispute resolution process defined by this Agreement.
- 1.5 The parties have agreed to submit the issues designated in this Agreement to Victoria L. Smith as arbitrator.

SUBMISSION

- 2.1 This document constitutes a submission to arbitrate pursuant to the provisions of the Arbitration Act, S.O. 1991, c.17 and amendments thereto.

SUBSTANTIVE ISSUES

- 3.1 The following issues are submitted for determination (check where appropriate):
- Parenting arrangements
 - Child support

- Entitlement to spousal support
- Duration of spousal support
- Amount of spousal support
- Equalization of net family property
- Other (specify)
- Costs

3.2 The above issues are being submitted (check where appropriate):

- For determination of interim relief and,
- For final determination.

ARBITRATION - PROCEDURE

4.1 Time and Place: The hearing will take place at a time and date to be determined at.

Ms. Smith's office at 2490 Bloor Street West, Toronto, Ontario;

OR

Other

4.2 Procedure on Hearing:

(a) all witnesses shall be sworn (or affirmed) and will be subject to examination in chief and cross-examination and re-examination;

(b) each party will, at least _____ days prior to the hearing, deliver to opposing counsel and the Arbitrator, updated and current Financial Statement, the reports of any experts being relied upon by him or her; and copies of a Hearing Record containing copies of court pleadings and court orders, if any, separation agreement or interim separation agreement, if any, and a memorandum on outstanding issues including all relevant documents.

(c) all usual rules for the admissibility of evidence in court proceedings will apply as will the Rules of Civil Procedure.

(d) The arbitration hearing will/will not be recorded by a court reporter.

(Alternate)

4.2 The parties agree that they each have the right to provide to Ms. Smith both oral and written information regarding the issues in dispute. Any written information will be provided to all parties. Each party has the right to make oral representations in the presence of the other party so that each is aware of and may meet the case of the other. The hearing will not be recorded by a court reporter.

DISCLOSURE

5.1 The parties agree to make full and complete disclosure of all relevant facts, reports, documents or other written or oral information regarding the issues to be arbitrated. The parties agree that all information received by Ms. Smith will be shared with the parties and their counsel.

ARBITRATION AWARD

- 6.1 Ms. Smith will make a decision which is binding on the parties in accordance with the terms of this Agreement. In making her decision, Ms. Smith will consider information derived from the representations by the parties and/or their counsel, both oral and written, and any written materials filed by the parties. The decision will be rendered both orally and in writing or in writing only and reasons will be provided. The parties agree that this procedure is equal and fair.
- 6.2 Parenting issues will be determined in accordance with the provisions of the Divorce Act, R.S.C. 1985, c. D-3.4 and the Children's Law Reform Act, R.S.O. 1990, c.C.12.
- 6.3 Issues related to child support and spousal support (on an interim and permanent basis) will be determined in accordance with the provisions of the Family Law Act, R.S.O. 1990, C.F.3, as amended, or the Divorce Act, R.S.C. 1991 c. D-3.4 (2nd Supp.) as amended, as may be applicable.
- 6.4 All property issues will be determined in accordance with the provisions of the Family Law Act, R.S.O. 1990, c.F.3, as amended.
- 6.5 The Arbitrator's Award will be final and binding upon the parties and will be incorporated in a consent Order or Judgment, as the case may be, of the Ontario Superior Court of Justice (General Division).

LEGAL REPRESENTATION

7.1 is represented by .
is represented by

WAIVER OF RIGHTS TO LITIGATE IN COURTS

10.1 By submitting to arbitration those issues designated in paragraph 3 above, the parties waive any right to further litigate those issues in Court, whether pursuant to the Family Law Act, R.S.O. 1990, c.F.3, as amended; the Divorce Act, R.S.C. 1991, c. D-3.4 (2nd Supp.) as amended; or any other statute or law.

NO RIGHT TO APPEAL

11.1 The parties hereby waive all rights to appeal the Award of the Arbitrator and the parties' rights will be restricted to applications for judicial review.

(ALTERNATE) RIGHT TO APPEAL

11.1 There will be a right to appeal the award of the Arbitrator pursuant to the Arbitrations Act.

ARBITRATOR'S FEES AND DISBURSEMENTS

- 12.1 Ms. Smith's fees will be \$ 00 each hour for preliminary meetings, communication with the parties and/or counsel, correspondence, preparation for the hearing, any pre-arbitration conferences, conducting the hearing, interim arbitration, preparation of the arbitration award, any follow up, photocopies, faxes, couriers, long distance charges, court reporter, parking and any other disbursements. The parties will be jointly and severally liable for the fees and disbursements of the Arbitrator.
- 12.2 Each party will provide Ms. Smith with a retainer of \$ _____ with this Agreement to be replenished from time to time as Ms. Smith directs.

COSTS

- 13.1 If the issue of costs is submitted to the Arbitrator pursuant to paragraph 3, the Arbitrator's discretion regarding costs will include requiring one party to pay more than one-half, or all of Ms. Smith's fees and disbursements.

PRIVACY POLICY

- 14.1 Ms. Smith may collect, use, disclose and retain the parties' personal information in order to provide mediation/arbitration services, to administer her time and billing data bases.

Each of the parties acknowledges that s/he has read this agreement and agrees to proceed on the terms set out above.

Dated: _____, 200 _____

Dated: _____, 200 _____

Dated: _____, 200 _____

VICTORIA L. SMITH