

**In the Matter of an ARBITRATION
Pursuant to the *Arbitration Act*, S.O. 1991**

B E T W E E N:

[PARTY A]

(Claimants)

- and –

[PARTY B]

(Respondents)

TERMS OF APPOINTMENT OF COLIN STEVENSON AS ARBITRATOR

Appointment of Arbitrator

The parties (claimants and respondents) confirm that Colin Stevenson (the "Arbitrator") has been appointed to serve as sole arbitrator of the dispute between the claimants and respondents regarding **[short description of the dispute]**.

When Appointment Takes Effect

The appointment takes effect from the time all of the parties to the arbitration and the Arbitrator have signed these Terms of Appointment.

Administration and Communication

The arbitration will be administered by the Arbitrator with the assistance of the Arbitrator's assistant (Carolyn Raber).

The Arbitrator may be contacted as follows:

Colin P. Stevenson
15 Toronto Street
Suite 200
Toronto ON M5C 2E3
T: 647.847-3811
cstevenson@stevensonadr.ca

The Arbitrator's assistant may be contacted as follows:

Carolyn Raber
15 Toronto Street
Suite 200
Toronto ON M5C 2E3
T: 416.599.7900 x. 404841
craber@stevensonadr.ca

Financial Terms

The claimants and respondents agree to pay the Arbitrator's fees and disbursements and are jointly and severally liable for satisfaction of the financial terms set out in schedule "A".

The deposit requirements may be satisfied by one or more parties on behalf of the other party (or parties) subject to any cost award which the Arbitrator may make at the conclusion of the arbitration.

The services of the Arbitrator, including any final award, may be withheld until all applicable financial requirements are met.

Conflicts

The Arbitrator has set out in schedule "B" all circumstances of which he is aware which may give rise to a reasonable apprehension of bias or a conflict of interest. The Arbitrator considers himself to be able to act independently and impartially in this matter notwithstanding the circumstances listed in Schedule "B".

The parties and their counsel shall, prior to executing these Terms of Appointment, disclose to each other and to the Arbitrator any circumstances which may give rise to a reasonable apprehension of bias or a conflict of interest on the part of the Arbitrator.

The parties to the arbitration waive any right to challenge the independence or impartiality of the Arbitrator or the validity or enforceability of any award or ruling on the basis of any of the circumstances set out in Schedule "B" or disclosed by the parties or their counsel prior to the execution of these Terms of Appointment.

Immunity

The Arbitrator shall have the immunity described in s. 82 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43 with necessary changes in points of detail. No action shall be brought against the Arbitrator with respect to any award, decision, ruling, action or other matter arising out of or in respect of this arbitration and this Arbitration Agreement. The Arbitrator shall not be liable to any party for any act or omission howsoever arising in connection with the Arbitration.

Arbitration Agreement

1. The parties will execute a written submission to arbitration, which will clearly define the nature of the dispute, the amounts involved and remedies sought.
2. The parties will agree to an arbitration date and attempt to estimate the length of the arbitration as well as possible.
3. There will be a pre-hearing arbitration meeting, which may be conducted by telephone conference, to determine the following:
 - (a) issues in dispute;
 - (b) schedule of the hearing;
 - (c) scope and timing of pre-hearing disclosure of documents, witness statements, expert reports and any other matters;
 - (d) the procedure to be followed;
 - (e) the required deposit for Colin Stevenson's fees; and
 - (f) any other matter pertinent to the hearing.
4. It is agreed that all parties will treat the proceedings as private and confidential.
5. The parties shall determine the powers and jurisdiction of the arbitrator, including the arbitrator's jurisdiction to award costs.
6. The Arbitrator will deliver a final award within 30 days following the conclusion of the arbitration hearing.
7. The Arbitrator may dispose of all documents relating to this matter after 60 days following delivery of a final award or other termination of the arbitration. This period shall be extended at the request of any party, provided the party making the request provides a deposit and reimburses the Arbitrator for the cost of storage of the documents for the period of time requested beyond 60 days. If a party initiates any court review of any aspect of the arbitration, that party shall notify the Arbitrator of having done so and shall provide a deposit and reimburse the Arbitrator for the costs of storing any documents relating to the arbitration pending completion of such review.
8. The parties agree that the arbitration may be conducted by video conferencing using Zoom and it shall be an 'arbitration' for the purposes of all applicable legislation, regulations and rules.
9. The parties acknowledge that they have made their own inquiries as to the suitability and adequacy of Zoom for its proposed use in the arbitration and of any risks in using Zoom,

SCHEDULE "A" FEE ARRANGEMENTS

COLIN STEVENSON'S FEES FOR ARBITRATION

1. Colin Stevenson's time is charged at the rate of \$500.00 per hour, which shall include any pre-arbitration conferences, preliminary meetings, preparation for the arbitration, conducting the hearing, preparation of an award, and any other related services.
2. For a full day booking, the minimum fee shall be \$5,000.00 plus HST. For a one-half day booking, the minimum fee shall be \$3,000.00 plus HST.

DEPOSIT

3. The deposit required for an arbitration shall be fixed by Colin Stevenson following consultation with counsel. Cheques shall be payable to StevensonADR. Interim accounts may be rendered from time to time and refreshers on the deposits may be required.
4. Deposits shall be held in a mixed trust account operated by the Arbitrator and will be applied on account of fees and expenses of the Arbitrator after an account has been rendered. Statements of the amount on deposit will be issued upon request. Any unused portion of deposits will be returned, in the proportions received from the parties, without interest. At the request of the parties, institutional administration of deposits can be arranged.

DISBURSEMENTS

5. In addition to Colin Stevenson's fees, the parties will pay for all disbursements relating to the matter including the costs of the venue, long distance telephone calls, Bell teleconferencing services, couriers, photocopies, and any other disbursements incurred by Colin Stevenson in relation to the matter.

CANCELLATION

6. Cancellation notice received 7 or fewer days before the scheduled date and time:

All preparation time, expenses and disbursements, plus a cancellation fee of \$2,500.00 plus HST for the first scheduled day and \$1,500.00 plus HST for each subsequent scheduled day. For a scheduled half day, the cancellation fee shall be \$1,500.00 plus HST.
7. Cancellation notice received more than 7 days before the scheduled date and time:

All preparation time, expenses and disbursements, plus a cancellation fee of \$1,500.00 plus HST for the first scheduled day and \$1,000.00 plus HST for each

subsequent scheduled day. For a scheduled half day, the cancellation fee shall be \$1,000.00 plus HST.

8. In the sole and unfettered discretion of Colin Stevenson, part or all of a cancellation fee may be waived.
9. Accounts are due when rendered and interest will be charged on any overdue accounts at 1.5% per month.