



**PARTIES**

This Arbitration Agreement (the “Agreement”) is made on the date set forth below (the “Effective Date”) by and between by and between the claimant described below (the “Claimant”) and the respondent described below (the “Respondent”) (each a “Party” and collectively the “Parties”).

**RECITALS**

Whereas:

- A. the Claimant has a claim against the Respondent arising out of a dispute over the matters set forth in Schedule “A” (the “Dispute”);
- B. the Parties have determined that they refer to and finally resolve the Dispute through arbitration under the applicable rules (the “Rules”) of *The Arbitration Act, 1992*, S.S. 1992, c. A-24.1, (“AA”) rather than in court; and
- C. this Agreement is intended to serve as the Parties’ submission of the Dispute to arbitration and sets forth the terms through which the arbitration will be conducted.

**AGREEMENT**

Now, therefore, in consideration of the premises and the mutual agreements and representations contained herein, the Parties hereby agree as follows:



**ARBITRATION**

**SUBMISSION TO ARBITRATION**

1. The Parties agree that each shall forgo litigation of the Dispute and that the Dispute will be determined finally by binding arbitration expeditiously conducted before the Arbitrator described below under the provisions set forth in this Agreement (the “Arbitration”). The Parties further agree that they will abide by and perform any ruling, judgment, or award issued by the Arbitrator, and that any court having jurisdiction may enter judgment on the award.

**ARBITRATOR**

2. The Parties have selected Theodore Francis Koskie, B.Sc., LL.B., of Suite 3, 501 Gray Avenue, Saskatoon, Saskatchewan, S7N 2H8, as the sole arbitrator (the “Arbitrator”) for the resolution of the Dispute. The Arbitrator has reviewed this Agreement and has agreed to serve. If the Arbitrator becomes unable to serve for any reason, a replacement arbitrator will be promptly selected by the Parties or, if the Parties cannot agree, appointed by the Arbitrator.

**HEARING**

3. The place of Arbitration will be Saskatoon, Saskatchewan. The Arbitrator will set the specific location, date, and time for the hearing



in this case (the “Hearing”) after consulting with the Parties, and will provide not less than twenty (20) days notice to each Party when he has determined such specific location, date, and time.

**APPLICABLE  
LAW**

4. The Agreement will be governed by and interpreted in accordance with the laws of the Province of Saskatchewan. Judgment on the award rendered by the Arbitrator may be entered by any court having jurisdiction thereof. The Arbitrator will determine the Dispute in accordance with the substantive law of the Province of Saskatchewan, exclusive of its conflict of law rules.

**ARBITRATION  
RULES**

5. The Arbitration will be conducted in accordance with the Rules. In the event of a conflict between this Agreement and the Rules, this Agreement will govern. The rules applicable to solicitor-client and work-product privileges, and to settlement offers, will be honored in the Arbitration as though the case were being determined in a provincial or federal court.

**FAMILIARITY  
WITH RULES**

6. The Parties hereby state that they have read the procedures and are familiar with the Rules relating to arbitration.

**PRELIMINARY  
RELIEF**

7. Either Party may apply to the Arbitrator for injunctive relief to maintain the *status quo* until a final award is rendered or the Dispute is otherwise resolved. Any such preliminary measures ordered by the Arbitrator may be specifically enforced by any court of competent jurisdiction. Either Party also may, without waiving any remedy under this Agreement, apply to any court of competent jurisdiction for any interim or provisional relief reasonably necessary to protect the rights or property of either Party.

**DISCOVERY**

8. Consistent with the expedited nature of arbitration, each Party will promptly provide the other Party with copies of documents relevant to the issues raised by any claim, cross claim, or counterclaim on which the producing Party may rely in support of or in opposition to any claim or defence. Any dispute regarding discovery, or the relevance or scope thereof, will be determined by the Arbitrator, which determination will be conclusive. All discovery will be completed within forty-five (45) days following the date of this Agreement.

**CONDUCT OF HEARING**

**MANAGEMENT  
OF PROCEEDINGS**

9. The Arbitrator will manage the proceedings as he deems appropriate so as to make the Arbitration expeditious, economical, and less burdensome than litigation.

**POWERS**

10. The Arbitrator may:
- a) award any relief that could be awarded by a superior court;
  - b) hear and decide the Dispute on the evidence presented even if a Party duly notified of the date and time of the Hearing fails to appear;
  - c) to provide for speed and efficiency:
    - i) limit issues to focus on the core of the Dispute, and consistent therewith, limit the availability and use of discovery;
    - ii) limit the time allotted to each Party for presentation of its case; and
    - iii) exclude testimony and other evidence he deems irrelevant, cumulative, or inadmissible; and
  - d) in the course of the proceedings, order any provisional or equitable remedy, including preliminary or mandatory injunction, that he deems just and equitable.

**OATH  
REQUIRED**

11. All testimony will be presented under oath or affirmation.

**RIGHT TO  
COUNSEL**

12. Each Party will have the right (but not the obligation) to be represented by counsel at any Arbitration covered by this Agreement.

**SUBPOENAS**

13. Each Party and/or the Arbitrator will be entitled to subpoena witnesses for attendance at the Hearing and/or for the production of records. All provisions of applicable superior court rules of civil procedure relating to fees and expenses of witnesses will be equally applicable in this Arbitration.

**UNAVAILABLE  
WITNESSES**

14. Use of Affidavits of witnesses who cannot be subpoenaed or are unable to attend the Hearing will be permitted to the extent permitted by applicable superior court rules of civil procedure.

**DEADLINES**

15. When an event is to be completed by a date certain, it is to be completed by 5:00 p.m. on that date.

**COPIES**

16. A Party providing any document to the other Party shall also provide a copy to the Arbitrators.

**RECORD**

17. Either Party may, at his/her/its expense, have the Hearing recorded and transcribed; provided, however, a copy of any transcript prepared must be provided to the Arbitrators.

**AWARD**

**FORM OF  
AWARD**

18. The award will be a reasoned award, and will be issued in writing and signed by the Arbitrators within thirty (30) days of the conclusion of the Hearing. The Arbitrators may, but is not required to, make specific findings of fact or law. The award will be based upon the evidence presented and the law argued by the Parties.

**TIMING**

19. It is the intent of the Parties that, barring extraordinary circumstances, Arbitration proceedings will be concluded within sixty (60) days from the date the Arbitrators is appointed. The Arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

**WRITTEN  
STATEMENT**

20. Before rendering the final award, the Arbitrators will submit to the Parties an unsigned draft of the proposed award. Within three (3) business days after receipt of such draft award, a Party may serve on the other Party (and file with the Arbitrator) a written statement outlining any claimed errors of fact, law, computation, or otherwise (“Written Statement”). Within three (3) business days after receipt of the Written Statement of each Party, the Arbitrators will render his final award.

**DAMAGES**

21. The Arbitrator is not empowered to award punitive or other damages not measured by the prevailing Party’s actual damages, except as may be required by statute. Each Party hereby irrevocably waives any right to recover such damages with respect to the Dispute.

**COSTS**

22. In the final award, the Arbitrator will split the costs of the Arbitration evenly between the Parties.

**MISCELLANEOUS**

**CONSIDERATION**

23. In addition to any other consideration, each Party’s promise to resolve the Dispute by Arbitration in accordance with the provisions of this Agreement, rather than through the courts or other bodies, is consideration for the other Party’s like promise.

**EFFECT OF  
AGREEMENT  
ON THIRD PARTIES**

24. The covenants the Parties have made in this Agreement do not create any rights for the benefit of any person who is not a Party hereto.



**EXCLUSION  
OF LIABILITY**

25. The Arbitrator will not be liable to any Party for any act or omission in connection with any Arbitration conducted under this Agreement.

**SUCCESSORS  
& ASSIGNS**

26. All references in this Agreement to the Parties will be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement will be binding on and will inure to the benefit of the successors and assigns of the Parties.

**NO IMPLIED  
WAIVER**

27. The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, will not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement will constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**NOTICE**

28. All notices will be in writing and deemed to be duly given if delivered by hand, transmitted over telephone lines by way of facsimile, electronic transfer or other telecommunication method providing a written output or mailed by prepaid registered post at any postal station in Saskatchewan, addressed to the party concerned to the address set out herein or such address as any party may from time to time by notice in writing advise the other. Any notice if delivered, will be deemed to have been given on the date of delivery and, if mailed or transmitted over the telephone lines, will be deemed to have been given at the time of posting or transmittal; provided however that if there shall be a postal strike, slow-down or other labour dispute which may affect the delivery of such notice through the mail between the time of mailing and the actual receipt of notice, then such notice will only be effective if actually delivered or transmitted.



**COUNTERPARTS/  
ELECTRONIC  
SIGNATURES**

29. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**SEVERABILITY**

30. In the event that any provision of this Agreement is held to be invalid or unenforceable for any reason:

- a) the invalid or unenforceable provision or term will be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or





unenforceable term or provision; and

- b) the remaining terms and provisions hereof will be unimpaired and will remain in full force and effect.

**HEADINGS**

31. The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

**ENTIRE AGREEMENT**

32. This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written and whether or not executed by any Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of all Parties.

**DATE, PARTIES, SIGNATURES & SEALS**

In witness whereof, the Parties have executed this Agreement as of the date below written.

\_\_\_\_\_  
*Effective Date*

Claimant

Respondent



\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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*Print Name*

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*Print Name*

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