

IN THE MATTER OF THE *ARBITRATION ACT* S.O. 1991, c. 17, as amended, and the *FAMILY LAW ACT*, R.S.O. 1990, c.F3, as amended,

THIS IS AN **ARBITRATION AGREEMENT** dated _____, 2025,

BETWEEN:

—

(“Party 1”)

- and -

—

(“Party 2”)

ARBITRATION AGREEMENT

1) ACKNOWLEDGEMENT AND SUBMISSION

- a) This Agreement is a Family Arbitration Agreement made under the *Arbitration Act* and the *Family Law Act*. It is effective when:
 - i) it has been signed by both parties and witnessed;
 - ii) the attached Certificates of Independent Legal Advice, which form part of this Agreement, have been signed by counsel;
 - iii) the attached Certificate of Arbitrator, which forms part of this Agreement, has been signed by the Michael B. Kleinman (“Mr. Kleinman” or the “arbitrator”);
 - iv) the parties have been screened for power imbalances and domestic violence in accordance with the Regulations under the *Arbitration Act* (“screening”).
 - v) The attached Certificates of Independent Legal Advice and the Certificate of Arbitrator are part of this Agreement.
 - vi) Michael B. Kleinman is the arbitrator.

2) SCREENING

- a) Screening will be conducted by one accredited professional who is agreed upon or appointed by Mr. Kleinman and who is not counsel for a party, it being understood

that the screening report is provided only to Mr. Kleinman (that is, neither to the parties nor or their counsel).

- b) Except as required by law, all aspects of screening, including intake forms, screening tools, notes and reports are confidential and may not be disclosed to the parties, their counsel or any third party for any purpose without a court order.
- c) The purpose of screening is to assess the appropriateness of arbitration. Mr. Kleinman may, in his discretion and without providing reasons, determine at any time that a matter is or is no longer appropriate for arbitration and decline to commence or continue the process. In such event, the arbitration will be deemed to be terminated on a final basis.

3) LITIGATION RIGHTS' WAIVER

- a) The parties waive any right to litigate in court the issues listed in paragraph 4 except for the right of appeal and those rights provided in this Agreement.
- b) Nothing in this Agreement restricts any enforcement rights, through the courts or otherwise, which a party may have.
- c) On application by either party and subject to the court's discretion, the operative terms of this Agreement may be incorporated into a court order on consent.

4) DEFINITIONS

- a) In this agreement:
 - i) "*Arbitration Act*" means the *Arbitration Act, 1991*, S.O., 1991, c.17, as amended;
 - ii) "*Child, Youth and Family Services Act*" means the *Child, Youth and Family Services Act, 2017*, SO 2017, c14, Sch. 1, as amended;
 - iii) "*Children's Law Reform Act*" means the *Children's Law Reform Act*, R.S.O. 1990, c. C.12, as amended;
 - iv) "*Divorce Act*" means the *Divorce Act*, R.S.C. 1985 (2nd Supp.), c. 3, as amended;
 - v) "*Family Law Act*" means the *Family Law Act*, R.S.O. 1990, c. F.3, as amended; and
 - vi) "property" has the same meaning as in the *Family Law Act*.
- b) To the extent permitted by law, an Act of the legislature or parliament referred to by name, whether or not it is defined above, means that Act in force as of the date of the signing of this Agreement. If this term invalidates the operation of any of the other terms of this Agreement at the time they are sought to be enforced, the Act referred to

is deemed to be the one in force at the material time, including any amendment or successor Act.

5) ISSUES SUBMITTED TO ARBITRATION

Statement of Issues or Pleadings Required for both Mediation and Arbitration

- a) If the parties are involved in a court case:
 - i) Unless this Agreement provides otherwise, the pleadings, orders and endorsements (collectively, the “Court File”) define those issues being submitted to arbitration on a temporary or final basis;
 - ii) The parties will deliver a copy of the Court File to Mr. Kleinman upon execution of this Agreement;
 - iii) Additional issues may only be submitted to arbitration under this Agreement pursuant to a written agreement between the parties or a motion brought by one party on notice to the other party;
 - iv) Any orders made in the court case:
 - (1) will remain in force and enforceable in the arbitration, subject to an agreement or arbitral award that provides otherwise; and
 - (2) may be incorporated into an arbitral award on motion by either party.
- b) If the parties are NOT involved a court case:
 - i) The following issues are submitted to arbitration (*check those that apply*):
 - Parenting of child(ren)
 - Child Support, including Section 7 Expenses
 - Spousal Support
 - Equalization of Net Family Property
 - Exclusive Possession of Matrimonial Home/Contents
 - Sale of Property
 - Interim Fees and Disbursements
 - Preservation/Non-Dissipation of Assets
 - Prohibition Against Harassment or Other Conduct
 - Costs
 - Other (Attach Schedule)

- ii) Each party will deliver to the other party or parties and Mr. Kleinman a statement of requested relief (“SRR”) and the facts supporting the relief requested. Unless the parties agree otherwise, Mr. Kleinman will determine the timing and sequence of delivery of each party’s SRR.
- iii) The parties may present additional issues to the Arbitrator, and the Arbitrator will, in his sole discretion, determine whether he will consider these issues.

6) CONFIDENTIALITY

- a) The proceedings under this Agreement and any record of them are private and confidential, except as may be necessary to implement or to enforce the Arbitrator's award, and subject to their being produced in proceedings for judicial review or appeal or as required by law. The parties, their counsel and Mr. Kleinman shall not disclose any information about the parties, the arbitration or the screening for power imbalances or domestic violence to anyone, except as required by law.
- b) The parties acknowledge and agree that Mr. Kleinman’s legal obligations to disclose may include:
 - i) filing a report about the award with the Attorney General in accordance with the Regulations under the *Arbitration Act*, 1991;
 - ii) reporting a child in need of protection in accordance with section 125 of the *Child, Youth and Family Services Act*; and
 - iii) disclosing confidential information as may be required in the circumstances where Mr. Kleinman believes on reasonable grounds that there is an imminent risk to an identifiable person or group of death or serious bodily or psychological harm.
 - iv) responding to a party’s claim, complaint or fee dispute.

7) APPLICABLE LAW

- a) The arbitrator will conduct the arbitration with the law of Ontario and the law of Canada as it applies in Ontario.

8) LIMITATIONS ON JURISDICTION

- a) The parties agree to proceed with arbitration under this Agreement despite significant differences between the jurisdiction of an arbitrator and a judge such as the following:
 - i) Only a judge has “inherent jurisdiction” such as, for example, *parens patriae* jurisdiction as it relates to children.

- ii) Only a judge can find a party to be in contempt of an order and impose consequences relating to contempt;
- iii) Only a judge can add a third party to a proceeding, and make an order affecting a third party, without the consent of all concerned;
- iv) Only a judge can request the Children's Lawyer to act as the legal representative of a child or investigate matters concerning decision-making responsibility, parenting time or contact with a child; and
- v) Only a judge can make a restraining order.

9) DOCUMENTS FOR ARBITRATION

- a) Unless otherwise agreed between Mr. Kleinman and both of the parties, each party shall submit to Mr. Kleinman and the other party at least **seven clear days before the start of the arbitration:** *(Delete the items that are not applicable)*
 - i) An executed copy of this Arbitration Agreement;
 - ii) A brief written statement indicating the facts supporting their position in reference to the issues and specifying the relief sought;
 - iii) Any relevant factual information about the relationship between the parties;
 - iv) What issues have been resolved, and the terms of any agreement;
 - v) Copies of any relevant reports, assessments or appraisals and any other documents upon which he/she wishes to rely;
 - vi) The party's current sworn Financial Statement;
 - vii) A comparative Net Family Property Statement;
 - viii) Copies of any relevant court orders or agreements;
 - ix) Any other information or documentation that he/she considers is important for the resolution of the issues; and
 - x) Such other documents that Mr. Kleinman directs.

b) ARBITRATION PROCEDURE

- i) The date(s) and time(s) of, and the procedure for, the arbitration shall be set by Mr. Kleinman in consultation with the parties (and their counsel, if applicable).
 - (1) If a hearing is conducted, it may be conducted in person, electronically, by telephone, videoconference, written submissions or any other procedure which

shall be determined by Mr. Kleinman in consultation with the parties (and their counsel, if applicable).

- ii) Mr. Kleinman may determine a timetable for the delivery of briefs, financial disclosure and other documents.
- iii) Mr. Kleinman may deliver notices, awards or other communications to the parties via ordinary mail, fax or e-mail.
- iv) If a hearing is held and unless the parties agree otherwise:
 - (1) All witnesses will be sworn under oath or affirmed and will be subject to cross-examination and re-examination, except that Mr. Kleinman may direct that some or all of the evidence be given by affidavit in any manner as he may direct; and
 - (2) All usual rules for the admissibility of evidence in court proceedings will apply as amended by the *Arbitration Act*, the *Family Law Rules* and the *Rules of Civil Procedure*, where applicable.
- v) The parties agree there will be a reporter appointed as required for all or part of any arbitration as Mr. Kleinman determines in consultation with the parties (and counsel, if applicable).

10) PRE-ARBITRATION CONFERENCE

- a) Mr. Kleinman may convene at least one pre-arbitration or arbitration management conference to determine:
 - i) The arbitration issues to be adjudicated;
 - ii) The documents to be provided before the commencement of the arbitration;
 - iii) The order of presentation of evidence;
 - iv) The names, addresses, telephone numbers and email addresses of witnesses to be called and a synopsis of their evidence;
 - v) A timetable for pre-arbitration events, including the exchange of expert reports, the delivery of opening statements, the exchange of document briefs and questioning, if required;
 - vi) Estimates of the time required for the arbitration;
 - vii) Any physical or other arrangements necessary for the attendance or participation of parties or witnesses;
 - viii) Any necessary directions for a virtual hearing; and
 - ix) Any issues arising out of the results of the screening.

11) EXPERT EVIDENCE FOR ARBITRATION HEARING

- a) The parties specifically authorize Mr. Kleinman to determine the necessity of retaining professional(s) to provide expert opinion(s) regarding any outstanding issues(s) and to retain any professional(s) he deems appropriate.
- b) The parties agree to pay the expert(s)' fees in the amounts or proportions determined by Mr. Kleinman and authorize Mr. Kleinman to include these fees as a disbursement in his account to the parties.

12) WITHDRAWAL FROM ARBITRATION

- a) A party may not at any stage of the process unilaterally withdraw from this Agreement.
- b) The parties may at any stage of the process jointly terminate this Agreement by written agreement.
- c) If the parties jointly terminate this Agreement but cannot agree on a replacement mediator/arbitrator, then a court of competent jurisdiction will appoint a replacement on application by either party.
- d) Mr. Kleinman may at any stage of the process resign from his appointment as mediator/arbitrator on written notice to the parties.
- e) If Mr. Kleinman resigns as arbitrator, then: (*Select one*)
 - i) the parties will appoint a replacement arbitrator, however if they are unable to agree on a replacement, then on application by either party:
 - ii) a court of competent jurisdiction will appoint a replacement on application by either party; or
 - iii) the then-chair of the Family Law Section of the Ontario Bar Association will appoint a replacement who is a family law lawyer with at least 15 years' experience; andthe arbitration and this Agreement will be at an end, such that either party may proceed to have the issues listed in this Agreement determined by a court of competent jurisdiction.
- f) If the parties jointly terminate this Agreement or if Mr. Kleinman resigns, any award(s) made by Mr. Kleinman will continue to bind the parties and will continue in full force and effect pending further agreement, arbitral award or court order.
- g) Unless the parties jointly terminate this Agreement or Mr. Kleinman resigns, absent resolution of the disputed issues, Mr. Kleinman will conduct an arbitration as provided by this Agreement.

- h) The parties acknowledge that in the resolution of family law disputes, it is common practice to select a mediator or an arbitrator from a small, specialized group of individuals. The parties agree that, if Mr. Kleinman was previously or is currently retained by one or both of their counsel to mediate or arbitrate other matters, or if the Mr. Kleinman is retained by one or both of their counsel to mediate or arbitrate one or more new matters while this matter is ongoing (collectively, “Other Retainers”), any such Other Retainers:
 - i) Do not give rise to a reasonable apprehension of bias;
 - ii) Do not raise any doubt as to Mr. Kleinman’s impartiality or independence;
 - iii) Do not constitute grounds for challenge or removal of Mr. Kleinman; and
 - iv) Do not permit the parties to withdraw from or terminate this Agreement.
- i) Nothing in this paragraph relieves Mr. Kleinman from his obligation to disclose to the parties and their counsel any circumstances which, in his view, may give rise to justifiable doubts as to his impartiality or independence.

13) THE ARBITRATOR’S AWARD

- a) After the evidence has been received and submissions on the law have been made, Mr. Kleinman shall deliver an award on all issues submitted for determination.
- b) The parties consent to the destruction of the arbitrator’s file including all digital/electronic or paper information, documents, briefs, submissions, exhibits, notes, correspondence, calculations, drafts, and any other communications prepared or provided by any person for the purpose of the arbitration following delivery of Mr. Kleinman’s final award.

14) APPEAL FROM A TEMPORARY AWARD

- a) A party may, in relation to a temporary award:
 - i) seek a review of the award in accordance with the appeal provisions the *Arbitration Act*; or
 - ii) with leave, appeal the award on a question of law, in accordance with s. 45(1) of the *Arbitration Act* and the *Family Law Statute Amendment Act*.
- b) The parties agree that the test for leave to appeal from a temporary award will be as set out in s.45(1) of the *Arbitration Act*, namely, that leave to appeal on a question of law will be granted only if the court is satisfied that:
 - i) the importance to the parties of the matters at stake in the arbitration justifies an appeal; and

- ii) determination of the question of law at issue will significantly affect the rights of the parties.
- c) The parties have agreed to limit their appeal routes from temporary awards due to the nature of this arbitration process and have specifically considered and rejected the more expansive appeal routes available to them pursuant to s. 45(2) and s. 45(3) of the *Arbitration Act*.

15) APPEAL FROM A FINAL AWARD

- a) A party may appeal a final award: [~~delete either (i) or (ii)~~]
 - i) In accordance with subsection 45(1) of the *Arbitration Act*; or
 - ii) On a question of law, a question of fact, or a question of mixed fact and law.

16) ENFORCEMENT

- a) Subject to the appeal remedies and rights to apply to set aside Mr. Kleinman's Award under sections 45 and 46, respectively, of the *Arbitration Act* and subject to the other applicable provisions of the *Arbitration Act*, and the *Family Law Act*, Mr. Kleinman's awards are binding on the parties.
- b) Any temporary, interim or final award may be incorporated into a consent order of the Ontario Superior Court of Justice.
- c) Either party may apply for the enforcement of any award under section 59.8(5)(a) of the *Family Law Act*.
- d) Upon either party's request, Mr. Kleinman will issue an arbitral award incorporating the terms of any agreement reached by the parties during the course of the arbitration.

17) MR. KLEINMAN'S FEES AND DISBURSEMENTS

- a) The parties agree to honour Mr. Kleinman's fee schedule attached as Schedule "A".

18) LIABILITY WAIVER

- a) The parties waive any claim or right of action against Mr. Kleinman arising from these proceedings, now and in the future. The Arbitrator shall be entitled to the same immunity from claims and legal proceedings as a Judge of the Ontario Superior Court of Justice.

19) SEVERABILITY OF TERMS

- a) Each of the terms of this agreement are severable from the others and will survive the invalidity or unenforceability of any other term of this Agreement.

20) EXECUTION

- a) This Agreement may be signed in counterparts, with the parties' physical or electronic signatures witnessed by telephone or videoconferencing. Electronic signatures shall not be a basis for challenging the validity or enforceability of this Agreement or for not complying with the terms of this Agreement. Any electronic signature shall have the same effect as an original signature. Emailed and scanned fully executed versions of this Agreement will be deemed to be the equivalent of originals. The effective date of this Agreement is the date on which the latter party signs it electronically (regardless of whether it later re-signed in ink).

Dated this _____ of _____ 2025.

Witness

Party 1

Witness

Party 2

LAWYER’S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, Barrister and Solicitor, have explained and provided independent legal advice in relation to this Arbitration Agreement to my client, _____. I have explained that this Agreement is a “domestic contract” within the meaning of the *Family Law Act*, and as such a court may set it aside under certain circumstances. I certify that my client understands the need to make financial disclosure; understands the nature and consequences of this Agreement; is signing this Agreement voluntarily; and, is not signing this Agreement as a result of duress or undue influence by any person. My client has been or will be separately screened for power imbalances and domestic violence. I certify that my client is fully able and willing to participate and instruct counsel in this arbitration.

Date

Signature of Lawyer

PARTY’S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, confirm that I have received independent legal advice and have attached to this Agreement a copy of the Certificate of Independent Legal Advice that was provided to me under subsection 59.6(2) of the *Family Law Act*.

Date

Signature of Party

LAWYER’S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, Barrister and Solicitor, have explained and provided independent legal advice in relation to this Arbitration Agreement to my client, _____. I have explained that this Agreement is a “domestic contract” within the meaning of the *Family Law Act*, and as such a court may set it aside under certain circumstances. I certify that my client understands the need to make financial disclosure; understands the nature and consequences of this Agreement; is signing this Agreement voluntarily; and, is not signing this Agreement as a result of duress or undue influence by any person. My client has been or will be separately screened for power imbalances and domestic violence. I certify that my client is fully able and willing to participate and instruct counsel in this arbitration.

Date

Signature of Lawyer

PARTY’S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, confirm that I have received independent legal advice and have attached to this Agreement a copy of the Certificate of Independent Legal Advice that was provided to me under subsection 59.6(2) of the *Family Law Act*.

Date

Signature of Party

CERTIFICATE OF ARBITRATOR

I, **Michael B. Kleinman**, confirm that:

1. I will treat the parties equally and fairly in the arbitration, as subsection 19(1) of the *Arbitration Act, 1991* requires.
2. I have received the appropriate training approved by the Attorney General.
3. The parties were separately screened for power imbalances and domestic violence and I considered the results of the screening throughout the arbitration, if I conducted one;

-or-

The parties will be separately screened for power imbalances and domestic violence and I will consider the results of the screening throughout the arbitration, if I conduct one.

Dated at Toronto, this ____ day of _____, 2025,

Michael B. Kleinman

Arbitrator

MICHAEL B. KLEINMAN

**ONLINE DISPUTE RESOLUTION
CLIENT INFORMATION AND CONSENT**

Note: This form is addressed to the parties and should be reviewed with counsel. Both parties and counsel are required to confirm by email their acceptance of the following terms.

1. Mediation and arbitration sessions will be conducted over a secure online platform provided by **Zoom.us**.
2. Within your email invitation will be a link to download and install the “personal” version of the software, which is free. Clicking on the link will take you directly to the meeting after you have downloaded the Zoom software.
3. Although Zoom can be used on any smart phone, tablet, computer, etc. equipped with both a camera and a microphone, connectivity is best with a secure Ethernet (hard-wired) connection. You should NOT use a public access WiFi connection, such as those available in public spaces and businesses as they are not secure and your information may be at risk.
4. If you have not already done so, please read, sign and return the Arbitration Agreement; counsel should complete the Certificate of Independent Legal Advice. All of this may be done digitally, by email/pdf, and in counterpart. This document is an addendum to, and forms part of, the Arbitration Agreement.

Confidentiality and Privacy

5. Only persons who have signed/agreed to the terms of the Arbitration Agreement may be present during any online session unless arrangements are made in advance. You will be asked to confirm that you are alone in the room and that you and your device cannot be overheard or observed. Children should not be present or able to overhear or observe you and your device.
6. As set out in the Arbitration Agreement, the entire process and each session is confidential.
7. Absolute Prohibition on Recording: You, or anyone on your behalf, may NOT audio or video record any session or portion thereof. If you learn of an audio or video recording of any session, you will take immediate measures to destroy the recording and will not share the recording to or with any third parties. You further agree that you will not transmit a live or deferred video or audio replay of the online sessions to third parties including any social media. As applicable to *arbitration*, arrangements for recording and transcripts may be made in due course.
8. Given the use of information and communication technology, it is not possible to guarantee the confidentiality of online arbitration, or to completely control where or how some personal information may be collected, stored or accessed. You understand and accept the risks of any such breach of confidentiality.

Best Practices and Troubleshooting

9. Interruption Free Zone - In order to ensure that your session is uninterrupted, please take all reasonable measures to ensure that you have arranged for appropriate childcare, notified family and friends that you are unavailable during your session, and turned off or silenced any phones or devices not being used for the purpose of facilitating your session.
10. Early Log On - You should log on to the Zoom link no less than 5 minutes before the scheduled start time so that any technology issues can be resolved, and the session can start on time.
11. Waiting Room - In order to preserve the neutrality of the arbitrator, each time you log on to the Zoom meeting you will enter into a “virtual waiting room” until all parties have arrived. Once all parties are logged on and in the waiting room, you will be admitted into the meeting by the arbitrator. The arbitrator may first check in with each party privately. The session will then proceed, either with you in these separate “rooms” or together, as appropriate/deemed best.
12. Technology Failure Protocol - Despite all best efforts, at times technology may not operate properly such that a scheduled online session may not commence on time or may be interrupted. If you are unable to join a scheduled session, please immediately email Mr. Kleinman (michael@kleinman.ca) or call Mr. Kleinman at **416-924-6996** for assistance.
13. Respectful Online Communication - Due to the nature of the online forum, it is especially important to allow each participant to finish their comment or statement before responding. In addition, the online format can amplify and exaggerate sound so maintaining a regular speaking voice is important. Finally, please remember that the camera does not always transmit hand gestures or nonverbal cues, so it is important to verbalize all communication during an online mediation session.
14. Any documents arising from or used in this process will be shared by email, understanding that this may not be a private and secure transmission.
15. By agreeing to proceed with online arbitration, you agree to all the above cautions and processes and release the arbitrator from any liability in the event of any inadvertent disclosure.

SCHEDULE "A"

- 1) Mr. Kleinman's fees are \$800.00 per hour plus HST for the arbitration hearing, any pre-arbitration conference, interim arbitration, preliminary meetings, preparation (including preparation of an award) and any other services rendered pursuant to this Agreement. Mr. Kleinman's hourly rate may increase from year to year but if it increases by more than 10% over the prior year, Mr. Kleinman will specifically advise the parties in writing.
- 2) In addition to Mr. Kleinman's fees, the parties will pay the costs of all disbursements relating to the arbitration, including the costs of long-distance telephone calls, couriers, photocopies, neutral experts engaged in the mediation process (accountants, psychologists), travel expenses, parking and any other disbursements incurred by Mr. Kleinman in relation to the arbitration.
- 3) Mr. Kleinman charges a non-refundable Administration Fee of \$500.00 plus HST. The administration fee is added to the initial account and the administrative assistant's time in arranging the arbitration is not charged additionally.
- 4) A retainer deposit will be due at least 30 days before the arbitration in such amount and on such terms as Mr. Kleinman advises in consultation with the parties and their counsel, if applicable. Refreshers to the retainer will be requested, if needed. Interim accounts will be rendered from time to time.

5) Cancellations and Adjournments

a) Four (4) or fewer hearing days

- i) If a hearing (or part of a hearing) that is scheduled for *four (4) or fewer* hearing days is adjourned or cancelled for any reason, including settlement, within:

- (1) Fourteen (14) days before the date on which the hearing was scheduled to begin, the cancellation fee for the unused hearing dates shall be equivalent to three (3) hours per unused hearing day multiplied by Mr. Kleinman's hourly rate.

- (2) Seven (7) days before the date on which the hearing was scheduled to begin, the cancellation fee for the unused hearing dates shall be equivalent to six (6) hours per unused hearing day multiplied by Mr. Kleinman's hourly rate.

b) Five (5) or more hearing days

- i) If a hearing (or part of a hearing) that is scheduled for *five (5) or more* hearing days is adjourned or cancelled for any reason, including settlement, within:

- (1) Twenty-eight (28) days before the date on which the hearing was scheduled to begin, the cancellation fee for the unused hearing dates shall be equivalent to four (4) hours per unused hearing day multiplied by Mr. Kleinman's hourly rate.
- (2) Fourteen (14) days before the date on which the hearing was scheduled to begin, the cancellation fee for the unused hearing dates shall be equivalent to six (6) hours per unused hearing day multiplied by Mr. Kleinman's hourly rate.

- c) No cancellation fee is payable in respect of time reserved by Mr. Kleinman in his calendar for preparing for hearings or writing awards.

- d) Notification of any cancellation, request for adjournment or settlement, shall be made by e-mail.

- 6) If a party fails or refuses to pay their share of Mr. Kleinman's fees, disbursements or retainer accounts, Mr. Kleinman may accept payment of the defaulting party's share from the other party and exercise his discretion re: costs to require the defaulting party to reimburse the other party the amount of such payment.

- 7) Mr. Kleinman may award interim fees and disbursements of the arbitration, including his retainer, fees and/or disbursements, on notice to the parties following receipt of submissions.

- 8) Mr. Kleinman may withhold his award until all outstanding fees, disbursements, or retainers have been paid.

- 9) The parties will be jointly and severally liable for any unpaid accounts. Interest will be charged on any overdue accounts at the current rate.

Initialed by:	Party 1	Party 2

PARTY – CONTACT INFORMATION

Full Name: _____

Address: _____

Telephone Numbers: Home: _____
 Business: _____
 Other: _____

Email address: _____

MICHAEL B. KLEINMAN

PAYMENT BY CREDIT CARD AGREEMENT

I authorize Michael B. Kleinman to draw upon my credit card as set forth below for payment of accounts rendered to me or deposit of trust funds.

**** Please note we do not accept American Express Credit Cards ****

Credit Card Number (<i>Visa or Mastercard</i>)	
Expiry Date	
CVD (3 digits on reverse)	
Name	
Signature	

Details of Payment:
