

ARBITRATION AGREEMENT

This Arbitration Agreement (the "Agreement") is effective [DATE],

BETWEEN: **SlowMoneyBlues**, as represented by [ATTORNEY NAME], a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

AND: **[PARTY B]** (the "Party B"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

1. MATTERS TO BE SUBMITTED TO ARBITRATION

All disputes and controversies of every kind and nature between the parties to this agreement arising out of or in connection with [SPECIFY GENERAL AGREEMENT TO WHICH ARBITRATION AGREEMENT RELATES] as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of the agreement shall be submitted to arbitration pursuant to the procedure set forth in this agreement.

2. PROCEDURE

Either party may demand such arbitration in writing within [NUMBER] days after the controversy arises, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

- a. Within [NUMBER] days after such demand, the other party shall name [HIS OR HER] arbitrator, or in default of such naming, such arbitrator shall be named [IMMEDIATELY OR NOT] by the Arbitration Committee, and the two arbitrators so selected shall name a third arbitrator within [NUMBER] days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee.
- b. The arbitration hearing shall be held at [PLACE OF HEARING] on [NUMBER] days' notice to the parties.
- c. The arbitration rules and procedures of [PARTICULAR TRADE, INDUSTRY, OR ASSOCIATION] shall be used in the arbitration hearing and the law of evidence of [STATE/PROVINCE] shall govern the presentation of evidence at such hearing.
- d. The arbitration hearing shall be concluded within [NUMBER] days unless otherwise ordered by the arbitrators and the award on the hearing shall be made within [NUMBER] days after the close of the submission of evidence.
- e. An award rendered by a majority of the arbitrators appointed under this agreement shall be final and binding on all parties to the proceeding during the period of this agreement, and

judgment on such award may be entered by either party in the highest court, state or federal, having jurisdiction.

3. AGREEMENT AS BAR TO SUIT

The provisions of this agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute arising during the period of this agreement and which is arbitrable as set forth in this agreement.

The arbitration provisions of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of [SPECIFY AGREEMENT TO WHICH ARBITRATION AGREEMENT RELATES].

4. LACK OF ARBITRATORS' AUTHORITY TO MODIFY AGREEMENT

Nothing contained in this agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of [SPECIFY AGREEMENT TO WHICH ARBITRATION AGREEMENT RELATES].

5. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the [State/Province] of [STATE/PROVINCE].

6. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

7. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

8. NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

9. PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated below.

Signed, sealed and delivered to both parties in the presence of:

SERVICE PROVIDER

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

