

THIS IS A MEDIATION-ARBITRATION AGREEMENT DATED \_\_\_\_\_

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

B E T W E E N:

\_\_\_\_\_ (“\_\_\_\_\_”)

— and —

\_\_\_\_\_ (“\_\_\_\_\_”)

collectively referred to as “the parties”

— and —

**Riverdale Mediation Ltd. (“Riverdale”)**

## 1. SUBMISSION TO ARBITRATION PRECEDED BY MEDIATION

1.1. This Family Mediation-Arbitration Agreement is effective when:

- (a) The parties have been separately screened for power imbalances and family violence by the mediator-arbitrator, and the matter has therefore been determined to be appropriate at this time for private adjudication;
- (b) It has been signed by both parties and witnessed;
- (c) Both of the parties’ attached Certificates of Independent Legal Advice have been signed by counsel; and
- (d) The Arbitrator has signed the attached Arbitrator’s Certificate.

1.2. The parties appoint \_\_\_\_\_ of Riverdale Mediation Ltd.

(“Riverdale”) as their Mediator-Arbitrator.

- 1.3. This Agreement may be signed in counterparts.
- 1.4. The parties agree to comply with any Terms of Online Dispute Resolution, as they are posted to the Riverdale website and updated from time to time, to the extent any part of this process is conducted online.
- 1.5. The parties consent to the presence of a Riverdale intern as an observer or co-mediator during the mediation phase of this process and as an observer during any arbitrations. Riverdale confirms that their intern is bound by the same professional obligations of confidentiality as the Mediator-Arbitrator.

## 2. WAIVER OF RIGHTS TO LITIGATE IN COURTS

- 2.1. Subject to paragraph 2.2 below, the parties waive any right to litigate in court pursuant to the *Family Law Act*, the *Divorce Act* or any other statute or law, any issues submitted to arbitration herein, subject to the right of appeal and rights under the *Arbitration Act* and the *Family Law Act* as set out below.
- 2.2. The Arbitrator may, in their discretion, determine that a particular issue or matter is not appropriate for adjudication by them, in which case that matter or issue may be brought before a court at the request of either parent. A decision to decline to arbitrate a specific matter or issue does not terminate this contract, which shall continue in such an event.
- 2.3. Nothing in this Agreement impairs any enforcement rights that a party may have through the courts or otherwise.
- 2.4. On application by either party and subject to the court’s discretion, the operative terms of this Agreement may be incorporated into a consent court order.

## 3. DEFINITIONS

- 3.1. In this agreement:
  - (a) “property” has the same meaning as used in the *Family Law Act*;
  - (b) “*Arbitration Act*” means the *Arbitration Act*, 1991, S.O., 1991, c.17, as am. S.O. 2006, c. 1, s.1; 2006, c. 19, Sched. C, s. 1(1);
  - (c) “*Child, Youth and Family Services Act*” means *Child and Family Services Act* R.S.O. 1990, c. C.11

- (d) “*Children’s Law Reform Act*” means the *Children’s Law Reform Act*, R.S.O. 1990, c. C.12;
- (e) “*Divorce Act*” means the *Divorce Act*, R.S.C. 1985 (2<sup>ND</sup> Supp.), c. 3, as amended;
- (f) “*Family Law Act*” means the *Family Law Act*, R.S.O. 1990, c. F.3, as am. S.O. 2006, c. 1, s.5; 2006, c. 19, Sched. B, s. 9, Sched. C, s. 1(1), (2), (4);

3.2. An Act of the legislature or parliament referred to by name, whether or not defined above, will mean that Act in force as of the execution of this Agreement. If this provision invalidates the operation of any of the other provisions of this Agreement at the time they are sought to be enforced, the Act referred to will be the one in force at the material time and will include any amendment or successor Act.

#### 4. ISSUES SUBMITTED TO ARBITRATION

4.1. If the parties have a court file:

- (a) The pleadings, orders and endorsements made, and the continuing record (the “court file”) will define the issues being submitted to arbitration on a temporary or final basis.
- (b) The parties will deliver the full court file to the Arbitrator when this Agreement is signed.
- (c) Additional issues may only be submitted to arbitration pursuant to a written agreement between the parties or by way of a motion brought by a party on notice to the other;
- (d) Any orders made in the court case:
  - (i) Will remain in force and enforceable in the arbitration, subject to an agreement or award that provides otherwise;
  - (ii) May be incorporated into an award on motion by either party and
  - (iii) Are attached as a Schedule to this Agreement.

4.2 If the parties do not have a court file, the following issues are submitted to arbitration: (check all that apply):

☐ Decision-making for children

- ☐ Parenting time with children
- ☐ Income determination
- ☐ Child support
- ☐ Child support- s. 7 expenses
- ☐ Relocation of children's residence
- ☐ Spousal support
- ☐ Support arrears
- ☐ Property valuation
- ☐ Equalization of Net Family Property, including unequal division of net family property and trust claims
- ☐ Exclusive possession of matrimonial home/and its contents
- ☐ Preservation/non-dissipation or sale of assets
- ☐ Interim fees/disbursements
- ☐ Conduct order
- ☐ Costs from date of signed Mediation-Arbitration Agreement
- ☐ Costs for periods prior to date of signed Mediation-Arbitration Agreement
- ☐ Other (attach Schedule)

4.3 Each party will deliver to the other party or parties and the Mediator-Arbitrator a statement of requested relief and the facts supporting that request. The Arbitrator will determine the timing, format and sequence of delivery of same.

4.4 The parties acknowledge that there are significant differences between an arbitrator and a judge. Among other things, only a judge:

- (i) has 'inherent jurisdiction' such as *parens patriae* jurisdiction relating to the best interests of a child;
- (ii) can find a party in contempt or an order and impose consequences for contempt;

- (iii) may add a third party a proceeding without the consent of all concerned;
- (iv) can grant a restraining or no-contact order;
- (v) can appoint a Children's Lawyer (though an arbitrator can require the parents to retain one); and
- (vi) can grant a divorce.

## 5. CONFIDENTIALITY

- 5.1 Proceedings under this Agreement and the record thereof shall be private and confidential, except as may be necessary to implement or to enforce the Arbitrator's award/s and subject to their being produced in proceedings for judicial review or appeal or as required by law. None of parties, their counsel nor the Arbitrator may disclose any information about the parties, the mediation, the arbitration nor any information relating to screening for power imbalances or family violence to anyone except as required by law.
- 5.2 The parties and Mediator-Arbitrator agree that all aspects of the screening process, including intake forms, screening tools and reports, communications between each party and the Mediator-Arbitrator in furtherance of the screening function and notes created by the Mediator-Arbitrator, shall be confidential between each party and the Mediator-Arbitrator except as required by law, and shall not be disclosed to anyone for any purpose without a court order made on notice to the Mediator-Arbitrator.
- 5.3 The parties agree that all contents of the Mediator-Arbitrator's file, including their notes, prepared before, during and after the hearing, are the personal property of the Mediator-Arbitrator, even if they may be considered to be part of the Record of the Arbitration.
- 5.4 Neither party will call the Mediator-Arbitrator as a witness for any purpose whatsoever. If a party decides to summons the Arbitrator or any part of their file contrary to the provisions above, the Mediator-Arbitrator may move to quash the summons. That party agrees to reimburse the Mediator-Arbitrator for any expense they incur in such an action, including counsel fees, plus the hourly rate of the Mediator-Arbitrator for time that is taken by this matter.
- 5.5 The common law exception to settlement privilege which permits the production or disclosure of without prejudice communications to prove a settlement is renounced by the parties and the Mediator-Arbitrator. No evidence of any mediation communications shall be produced or disclosed in any legal proceedings relating to a settlement reached at or after the mediation, including in an arbitration under this Agreement,

save for a written agreement containing the settlement terms signed by the parties and witnessed, or an Award incorporating the settlement terms in accordance with the provisions of this Agreement.

5.6 Notwithstanding the foregoing, the Arbitrator or a Riverdale intern may disclose information about the Mediation-Arbitration:

- (a) where ordered to do so by a court;
- (b) where required to do so by law, including reporting a child in need of protection pursuant to s. 125 of the Child, Youth and Family Services Act,
- (c) where they believe on reasonable grounds that there is an imminent risk, to an identifiable person or group, of death or serious bodily or psychological harm, disclosing such confidential information that is required in the circumstances to prevent such death or harm,
- (d) where either party or a related party makes a claim, complaint or fees dispute against the Mediator-Arbitrator and/or Riverdale Mediation Ltd., to the extent necessary to respond to fully respond thereto;
- (e) where either party breaches any term of this Agreement, or causes a breach to occur, and disclosure of confidential information is necessary in the judgement of the Mediator-Arbitrator to reasonably respond to said breach, but only to the extent necessary to fully respond thereto;
- (f) for research and educational purposes on an anonymous basis, and
- (g) to any person designated as an agent of or retained by a party for the purpose of proceedings under this Agreement, including counsel the parties, as deemed appropriate and necessary in the Mediator-Arbitrator's discretion.

5.7 Nothing in this Agreement precludes the Mediator-Arbitrator from sharing information in their discretion with counsel or other agents retained by a party, an intern assigned to the file, and the Principal and employees/agents of Riverdale.

## 6. APPLICABLE LAW

6.1. The arbitration shall be conducted in accordance with:  
(choose either (i) or (ii))

- (i) ☐ the law of Ontario, and the law of Canada as it applies in Ontario, or
- (ii) ☐ the law of \_\_\_\_\_ (name of other Canadian jurisdiction) and the law of Canada as it applies in that jurisdiction.

## 7. MEDIATION

- 7.1. The parties agree that the Mediator-Arbitrator is not disqualified from adjudicating any issues because they have also acted as a Mediator. The parties specifically waive section 35 of the *Arbitration Act*.
- 7.2. Mediation discussions are without prejudice settlement negotiations. All disclosures made during mediation are inadmissible in the arbitration or any future litigation or arbitration, except as the parties and the Mediator-Arbitrator may otherwise agree. The parties shall not summons or otherwise require the Mediator-Arbitrator to testify regarding the mediation discussions or to produce records or notes of the mediation discussions in any proceedings. No transcripts, screen shots, or recordings may be made of the mediation discussions.
- 7.3. Both parties agree that the Mediator-Arbitrator has jurisdiction to make temporary procedural awards, during the mediation, if in their discretion doing so will help facilitate a productive mediation process. The parties agree with respect to a mid-mediation award:
- (a) There is no right of appeal from such an award. The parties waive any right of appeal or to seek leave to appeal, such an award.
  - (b) Neither the event of a party bringing a motion for a mid-mediation award, nor the Mediator-Arbitrator making one, shall terminate mediation, disqualify the Mediator-Arbitrator, nor constitute bias or a reasonable apprehension of bias under s. 13(1) of the *Arbitration Act*.
- 7.4. The parties have signed the Riverdale Mediation Agreement to Mediate and confirm that its terms shall apply to any mediations conducted under this Agreement.
- 7.5. If the parties settle a matter during the mediation stage and do not sign Minutes of Settlement with legal advice, the Arbitrator shall draft a non-binding Mediation Summary Report (MSR) that reflects the terms agreed upon. The parties shall have a reasonable period of time to seek legal advice on the terms of the MSR, set by the Mediator-Arbitrator in consultation with the parties. If neither party requests changes, the operative parts or the MSR will be incorporated by the Arbitrator into a binding Consent Award. If either party requests changes, the MSR may be changed on consent of both parties and the Mediator-Arbitrator; or the matter may return to further mediation if required. Any matters remaining unresolved thereafter shall proceed to arbitration.

## 8. PROCEDURE FOR ARBITRATION

- 8.1. The dates, times and method of and the procedure for the arbitration shall be set by the Arbitrator in consultation with the parties/counsel.
- 8.2. If a hearing is conducted, it may be conducted in person, electronically, by telephone, videoconference, by way of written submissions or any other procedure that is determined by the Arbitrator in consultation with the parties.
- 8.3. The Arbitrator may impose standard process protocols that will form part of this agreement. By way of example, Standard Protocol #1 is attached hereto.
- 8.4. The Arbitrator may determine a timetable for the delivery of briefs, financial disclosure and other documents.
- 8.5. The Arbitrator may deliver Notices, Directions, Awards and other communications by e-mail that may be electronically signed by the Arbitrator.
- 8.6. The Arbitrator may, with the consent of the parties, admit into evidence any documents of other information received during mediation.
- 8.7. The Arbitrator may, in their discretion, require the parties to provide evidence of the views and preferences of the child/ren and/or retain counsel for the child/ren for the arbitration. Further, the Arbitrator may accept as evidence any Report or summary prepared by the Mediator-Arbitrator of any interview/s they conducted with the child during the mediation stage and in accordance with the provisions of the Riverdale Agreement to Mediate. The parents agree that they shall not seek to cross-examine nor seek any notes or records of the Mediator-Arbitrator relating to such Report or summary, but they may make submissions with respect to weight and relevance of same. The parties agree waive any argument that this provision may lead to bias or a reasonable apprehension of bias under s. 13(1) of the Arbitration Act. They further waive any claim that it may violate their rights to due process and natural justice under s. 19 of the Arbitration Act.
- 8.8. If a hearing is held and unless the parties agree otherwise:
  - (a) All witnesses shall be sworn under oath or affirmed and shall be subject to cross examination and re-examination, except that the Arbitrator may direct that some or all of the evidence be given by affidavit or in such other manner as the Arbitrator may direct; and
  - (b) The parties choose the following rules for admissibility of evidence:



- ☐ s. 15 of the Statutory Powers Procedure Act R.S. O., 1990, c. 22 or
- ☐ All usual rules for admissibility of evidence in court proceedings as amended by the Arbitration Act, the Family Law Rules and the Rules of Civil Procedure, where applicable.

8.9. The parties agree: (*Select one*)

- ☐ There shall be a reporter, the cost of which shall be initially shared equally between the parties; or
- ☐ There shall not be a reporter; or
- ☐ There shall be a reporter appointed as required for all or part of any arbitration as determined by the Arbitrator in consultation with the parties/counsel.

## 9. MEDIATION WITHIN ARBITRATION

- 9.1. A party may, during arbitration, request that the Mediator-Arbitrator conduct a mid-arbitration mediation of any issues. If both parties agree in writing, the Mediator-Arbitrator may, in their discretion, conduct a mediation. The parties agree that the Mediator-Arbitrator will not be disqualified by reason of having conducted a mediation during the arbitration nor having declined to do so.
- 9.2. In the Mediator-Arbitrator's discretion, the arbitration may be adjourned and the parties referred to a different person to conduct a med-arbitration mediation.

## 10. PRE-ARBITRATION CONFERENCE

- 10.1. The Arbitrator may convene one or more pre-arbitration conferences to determine:
  - (a) The issues for arbitration;
  - (b) The documents to be provided prior to the arbitration;
  - (c) The order of presentation of evidence;
  - (d) The names, addresses and telephone numbers of witnesses to be called or whose evidence will be provided by affidavit, and a synopsis of their evidence;

- (e) A timetable for and the structure and format of pre-arbitration events, including the exchange of expert reports, the delivery of opening statements, the exchange of document briefs and questioning, if required;
  - (f) Estimates of the time required for the arbitration;
  - (g) Any arrangements necessary for the attendance of parties or witnesses;
  - (h) Any necessary directions or arrangements for a virtual hearing;
  - (i) Any issues arising out of the results of the screening, noting that the Arbitrator is bound to keep the results of screening confidential, and
  - (j) Such other issues as the parties or Arbitrator may agree.<sup>10.1</sup>
- 10.2. The Arbitrator will direct the parties as to the form and content of the materials to be exchanged before the Pre-Arbitration Conference.

## **11. EXPERT EVIDENCE**

- 11.1. The parties authorize the Arbitrator to determine the necessity of retaining professional(s) to provide expert opinion(s) respecting any outstanding issues(s) and to retain such professional(s) as the Arbitrator deems appropriate.
- 11.2. The parties agree to pay the fees of the expert(s) in the amounts or proportions determined by the Arbitrator and authorize the Arbitrator to include these fees as a disbursement on the Arbitrator's account.

## **12. WITHDRAWAL FROM MEDIATION-ARBITRATION**

- 12.1. Neither party may unilaterally withdraw from this Agreement.
- 12.2. The parties may jointly terminate this Agreement in writing at any time.
- 12.3. The Arbitrator shall proceed with arbitration under this Agreement notwithstanding that one of the parties has advised that they no longer wish to participate.
- 12.4. The Arbitrator may, at any time, determine that the matter is no longer appropriate for private adjudication, and may screen the matter out without giving further reasons. In this event, it is understood that there is no mechanism in place for the appointment of a different Arbitrator.
- 12.5. The Arbitrator may at any time resign from their appointment as Arbitrator by providing written notice of their resignation to the parties.

- 12.6. In the event that the Arbitrator resigns, or their appointment is terminated jointly by the parties or the court, and the parties are unable to agree on a replacement Arbitrator, a court of competent jurisdiction shall appoint a replacement Arbitrator on either party's application.
- 12.7. In the event that the Arbitrator is replaced with a new Arbitrator, the parties agree that any award(s) made by the Arbitrator will continue to bind the parties and will continue in full force and effect as the basis for the continuation of the arbitration with the replacement Arbitrator.
- 12.8. The parties and their counsel are aware that the Arbitrator has and/or had had matters with current counsel, or may have matters with current counsel in the future. They acknowledge that this fact does not give rise to a reasonable apprehension of bias.

### 13. THE ARBITRATOR'S AWARD

- 13.1. After the evidence has been received and submissions on the law have been made, the Arbitrator shall deliver an award on all issues submitted for determination.

### 14. APPEAL FROM FINAL AWARD

- 14.1. A FINAL Award may be appealed as follows: (*choose either (a) or (b) )*)

- (a) ☐ A party may appeal the Award in accordance with subsection 45(1) of the *Arbitration Act, 1991* (question of fact with leave of the court); OR
- (b) ☐ A party may appeal the Award on: (*choose one or more of the following*):
- ☐ A question of law
  - ☐ A question of fact
  - ☐ A question of mixed fact and law

### 15. APPEAL FROM A TEMPORARY AWARD

- 15.1. Except for a mid-mediation award made under this Agreement, a party may, in relation to a temporary award, with leave, appeal the award on a question of law, in accordance with s. 45(1) of the Arbitration Act.
- 15.2. The parties agree that leave will be granted only if the court is satisfied that:
- (a) the importance to the parties of the matters at stake in the arbitration justifies an appeal, and

- (b) determination of the question of law at issue will significantly affect the rights of the parties.

15.3. The parties have agreed to limit their appeal rights from temporary awards due to the nature of this arbitration process and have considered and rejected the most expansive appeal routes pursuant to sections 45(2) and 45(3) of the Arbitration Act.

## 16. ENFORCEMENT

- 16.1. Subject to the agreed-upon appeal remedies herein, and their rights to apply to set aside the Arbitrator's Award under section 46 of the *Arbitration Act*, and subject to any other applicable provisions of the *Arbitration Act*, and the *Family Law Act*, all awards of the Arbitrator shall be binding upon the parties.
- 16.2. Any temporary, interim or final award may be incorporated into a consent order of the Ontario Superior Court of Justice.
- 16.3. Either party may apply for the enforcement of any award under section 59.8(5)(a) of the *Family Law Act*.
- 16.4. Upon the request of either party, the Arbitrator shall issue an arbitral award incorporating the terms of any agreement reached by the parties in respect of any issue submitted to arbitration.

## 17. FEES, DEPOSITS AND DISBURSEMENTS

- 17.1. The Arbitrator's fees shall be calculated on an hourly basis, in accordance with the Riverdale Mediation Fee Schedule in effect at the time this Agreement is signed, and as it may be changed from time to time, as posted on the Riverdale Mediation website.
- 17.2. The parties shall provide equal amounts for deposits and refreshed deposits forthwith upon request. Each party will provide an initial deposit upon the signing of this Agreement, which will be no less than \$5000.00 per party and which amount will be confirmed by the Mediator-Arbitrator.
- 17.3. The parties will be charged equally for all work performed by the Mediator-Arbitrator relating to all matters associated with their role as Mediator-Arbitrator, including and not limited to all aspects of the mediation and arbitration, including and not limited to all correspondence, preparation, reading materials, mediation sessions, drafting Mediation Summary Reports, pre-arbitration conferences, interim arbitration hearings or motions, preliminary meetings, preparing procedural Directions, planning, scheduling and other administrative arrangements, preparation for and conducting the hearing, preparation of an award, responding to correspondence about the Award or

requests relating to the Award, and all other services rendered and disbursements incurred pursuant to this Agreement. All invoices shall be paid forthwith upon receipt.

- 17.4. The parties are jointly and severally liable for any unpaid accounts owing to Riverdale.
- 17.5. In the event that one of the parties fails or refuses to pay to the Arbitrator the requested deposits or their share of the Arbitrator's fees and disbursements, the Arbitrator may accept payment of the defaulting party's share from the other party and exercise their discretion regarding costs and require the defaulting party to reimburse the other party the amount of such payment. The parties acknowledge and agree that this provision does not constitute bias nor the reasonable apprehension of bias under s. 13(1) of the Arbitration Act.
- 17.6. The Arbitrator is empowered to order interim fees and disbursements of the arbitration, on notice to the parties and following receipt of submissions from the parties.
- 17.7. The Arbitrator may withhold their award until all outstanding or requested fees, disbursements, or deposits have been paid.

## **18. WAIVER OF LIABILITY**

- 18.1. The parties hereby waive any claim or right of action against the Arbitrator or Riverdale Mediation Ltd. arising out of these proceedings.

## **19. SEVERABILITY OF TERMS**

- 19.1. 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**

- 20.1. This Agreement may be signed by in counterparts, with the parties' physical or electronic signatures witnessed by telephone or video conference. Electronic signatures shall not be a basis for challenging the validity or enforceability of this Agreement, nor for not complying with its terms. Each counterpart, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be exchanged by mail, email or fax.
- 20.2. This Agreement shall ensure to the benefit of and be binding upon the Parties and the Arbitrator, and their heirs, executors, administrators, successors and assigns to the extent feasible.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Arbitrator

## STANDARD ARBITRATION PROCEDURES

The following process shall be applied to the conduct of all arbitration hearings:

1. Counsel shall be present for all arbitration hearings if counsel are retained.
2. Neither party shall communicate with the other party once the hearing has commenced except with the permission of the other party or their counsel. If the hearing is online, parties shall not send chat or other messages to each other during the hearing.
3. Both parties will treat each other, the arbitrator and opposing counsel with respect throughout the arbitration process. Neither party will attempt, directly or indirectly, to influence or intimidate the other party, whether by looks, words, physical proximity, use of online image, or other means.
4. If the hearing is conducted online, parties and counsel will follow the Terms of Online Dispute Resolution.
5. Parties and counsel will respect the Arbitrator's procedural requirements with respect to their obligation to conduct ongoing screening for power imbalances including family violence.
6. While either party may bring third party supports to the arbitration hearing, the only people permitted in the hearing room or permitted to be present in the same Zoom meeting room as a party will be the parties, their lawyers, the court reporter (if any) the arbitrator, the intern (if any) and whatever witness is testifying at that moment.
7. All witnesses, including the parties, will sit directly across from the arbitrator while testifying in an in-person hearing. In the event of an online hearing, the party not testifying will, at the arbitrator's request, turn off their camera. Parties will keep their microphones turned off at all times unless they are giving evidence.
8. Neither party will speak out loud while a witness is testifying. If a party wishes to comment to their lawyer during the testimony of a witness, they shall do so by passing notes or sending a chat message to their lawyer, or using email, text or other confidential platform if the hearing is remote.

### LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, \_\_\_\_\_, have explained to my client \_\_\_\_\_ the meaning of the attached Agreement and have given to them independent legal advice prior to the signing of the Agreement.

I have also explained to my client that the Agreement is a domestic contract within the meaning of the *Family Law Act*, and as such a court may set aside the Agreement under various circumstances about which I have informed them. In my opinion, my client is aware of the need for disclosure of significant income, assets, debts and liabilities existing when this Agreement is made and understands the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement as a result of any duress or undue influence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lawyer's signature



**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

### LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, \_\_\_\_\_ have explained to my client \_\_\_\_\_ the meaning of the attached Agreement and have given to them independent legal advice prior to the signing of the Agreement. I have also explained to my client that the Agreement is a domestic contract within the meaning of the *Family Law Act*, and as such a court may set aside the Agreement under various circumstances about which I have informed them. In my opinion, my client is aware of the need for disclosure of significant income, assets, debts and liabilities existing when this Agreement is made and understands the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement as a result of any duress or undue influence.

\_\_\_\_\_  
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

## CERTIFICATE OF ARBITRATOR

I, \_\_\_\_\_, confirm the following matters:

- (a) I shall treat the parties equally and fairly in the Arbitration, as subsection 19(1) of the Act requires.
- (b) I have received the appropriate training approved by the Attorney General.
- (c) The parties were separately screened by me for power imbalances and domestic violence and I have considered the results of the screening and shall do so throughout the Arbitration, if I conduct one.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
*Riverdale Mediation Ltd., per*  
Arbitrator