



Dispute Resolution Policy

The Swiss Club of Chicago (hereinafter “the organization”) values its relationships with others in seeking to fulfill its mission of cultivating friendly Swiss-American relations, to maintain the Swiss heritage and to provide a forum for cultural exchange and social gatherings. Recognizing that in even the most valued relationships there exist the possibility of disputes, and seeking an efficient method to address disputes fairly and fully, the organization has passed this ***Dispute Resolution Policy*** (hereinafter “the policy”).

This policy governs disputes of any kind (hereinafter the “dispute”) arising out of or relating in any way to the business of the organization, which may arise amongst and between any and all of the officers, directors, employees, volunteers, contributors or other affiliates of the organization, including disputes with the organization (each and all of these parties shall be collectively referred to herein as “parties”).

The parties shall attempt to resolve any dispute with each other directly or between representatives of the parties who have authority to settle the same.

If the dispute is not resolved by negotiation between within 30 days of receipt of a written 'invitation to negotiate' sent by one party to the other party or parties involved in the dispute, the parties will attempt to resolve the dispute in good faith through the agreed Alternative Dispute Resolution (ADR) procedure set forth below.

ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURE

If the dispute has not been resolved by direct negotiation as set forth above, one or more of the disputing parties (the “complainant(s)”) may serve upon the other parties (the “respondent(s)”) a demand for hearing before a dispute committee of the organization (“dispute committee”), which is to be established by the President of the organization to address the dispute. Unless otherwise set by the Board of the organization, complainants shall file a \$100 filing fee with the organization along a signed uniform submission agreement in the form attached hereto, with their demand for hearing and supporting documents to initiate the appointment process for the establishment of the dispute committee. Claimant(s) are responsible for serving their demands for hearing on all respondent(s) and providing proof of such service to the organization. Any respondent(s) wishing to answer the demand for hearing and appear at a hearing on the dispute shall have 30 days from the receipt of a



Dispute Resolution Policy

demand for hearing to file an answer and supporting documents. Answers and supporting documents will be accepted only with a \$100 filing fees along with a signed submission agreement. Filing fees are not intended to be burdensome and are assessed to solely defer administrative costs which may be incurred in administering and organizing the dispute committee and related matters. Filing fees may be waived by the organization only upon good cause shown.

After the parties to the dispute have submitted signed uniform submission agreement in a form attached hereto and paid all filing fees, the pleadings submitted by parties will be provided to the hearing committee established by the President of the organization.

Unless the organization itself is a party to the dispute, the dispute committee shall consist of three the organization board members chosen as follows: (i) one chosen by the President of the organization; (ii) one chosen by the party bringing the dispute; and (iii) one chosen by the responding party. In the event there are multiple complainants or multiple respondents, all complainants shall choose one member of the dispute committee through a majority vote and all respondents shall choose one member of the dispute committee through a majority vote. In disputes involving the organization itself as a party, the dispute committee members shall be chosen in the applicable of the following manners: (A) where the organization is the only claimant or respondent: (i) one chosen by the the organization board; (ii) one chosen by the other party (or majority of the parties) bringing a dispute against the organization or responding to a dispute brought by the organization; and (iii) one chosen by agreement of the other two committee members; or (B) where the organization is a party alongside other claimants or respondents: (i) one chosen by the organization in agreement with other claimants (if the organization is a claimant along with multiple claimants) or respondents (if the organization is a respondent along with multiple respondents); (ii) one chosen by the other party (or majority of the parties) bringing or responding to the dispute; (iii) and one chosen by agreement of the other two committee members. Where non-board members are chosen to serve as dispute committee members, they shall be permitted to charge a reasonable hourly rate in serving as arbitrators. Potential dispute committee members shall disclose to all parties to the dispute said fees. All claimants and respondents shall evenly split applicable arbitrator fees. Further, absent a clear showing of a right to attorneys' fees and costs (contractual or otherwise), each party shall responsible for their own attorneys' fees and costs in bringing or defending a dispute. In cases where the dispute committee unanimously agrees that a dispute, claim or defense was brought in bad faith, the dispute committee may in its discretion award appropriate attorneys' fees and costs to the prevailing party or parties.



Dispute Resolution Policy

Before any dispute arising herein is heard by the dispute committee, it shall, at first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator within 30 days of the appointment of the dispute committee. The parties shall be responsible for agreeing to mediator fees. Absent an agreement of the parties to the contrary, the mediator shall be paid for equally by the disputing parties.

Should the parties fail to agree within the time permitted in the previous paragraph, either party, upon giving written notice, may apply to the President of the organization to select a mediator. Subject to the agreement of the parties to a higher amount, the fee rate of the mediator selected by the President cannot be above \$400 per hour. All mediator fees shall be split equally by the disputing parties. The parties shall thereafter agree to a mediation date not to exceed 30 days from the date of appointment of the mediator.

Should the mediation fail, in whole or in part, either party may, upon giving written notice to the other parties, and within 28 days thereof, apply to the President the organization for the dispute to be heard by the dispute committee (the "Post-Mediation Committee Referral").

The parties shall be allowed to serve discovery requests upon each other seeking documents relevant to the dispute. Discovery responses shall be served no later than 60 days after the initiation of the Post-Mediation Committee Referral. Responses will be served no later than 30 days after receipt of document requests.

Following the conclusion of discovery, a prehearing teleconference will be heard by the parties before the dispute committee to address any outstanding matters and to set a hearing on the merits. The parties shall be required to attend the hearing once set. Following the conclusion of the hearing, the dispute committee shall issue ruling within 30 days, and sent to the parties at their last known addresses.

Except in circumstances enumerated below, the parties may have no communication with any of the members of the dispute committee during the duration of the dispute. All communications and questions must be addressed to the President of the organization or her designee who shall serve as administrator for the dispute committee. In disputes involving the organization itself as a party, communications and questions must be addressed to the elected chair of the dispute committee. However no ex parte communications shall be permitted. All parties are to be copied on all communications sent to the dispute committee chair, with proof of service provided.



Dispute Resolution Policy

The decisions of the dispute committee shall be binding on the parties.

Nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief pending a final arbitration ruling, to the extent otherwise permitted by law.

Parties may appear themselves or through a representative with respect to the ADR Procedure.

Version 1.0, approved on Board Meeting 2019 June 3rd



Dispute Resolution Policy

UNIFORM SUBMISSION AGREEMENT TO ARBITRATE

We, the undersigned, the parties to a controversy that has arisen between us, regarding

Hereby agree to submit our controversy to the dispute committee of the Swiss Club of Chicago. (“the organization”), formed to address this dispute, for a determination in accordance with the rules and procedures set forth in the organization’s Dispute Resolution Policy, to which the parties have agreed.

We hereby expressly agree that the decision of the dispute committee shall be binding upon us with the same degree, force and effect as if said determination was made in a Court of Law in the State of Illinois. It is further agreed between us that in the event either of us does not obey fully with the ruling and determination of the dispute committee, which will be made in this arbitration, then the other party may seek to enter a judgment in the appropriate Court in the State of Illinois.

Dated this _____ day of _____, 20_____.

(city, state)

BY: _____
Claimant(s)

BY: _____
Respondent(s)