

Initiation of Arbitration Process

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded from arbitration by section 16 of this Agreement, shall be subject to arbitration, as set forth below.

The Foundation may request that Bonneville engage in binding arbitration to resolve any dispute arising under this Agreement.

If the Foundation requests such binding arbitration and Bonneville determines in its sole discretion that binding arbitration of the dispute is appropriate under Bonneville's Binding Arbitration Policy or its successor, then Bonneville shall engage in such binding arbitration, provided that the remaining requirements of this Exhibit A are met.

Bonneville may request that the Foundation engage in binding arbitration to resolve any dispute.

In response to Bonneville's request, the Foundation may agree to binding arbitration of such dispute, provided that the remaining requirements of Section 14 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed, pursuant to Bonneville's Binding Arbitration Policy or its successor.

Nonbinding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 14 above and is not resolved via binding arbitration, unless the Foundation notifies Bonneville that it does not wish to proceed with nonbinding arbitration.

Arbitration Procedure

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

Remedies

The payment of monies shall be the exclusive remedy available in any arbitration proceeding between the Parties.

This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to a determination of facts.

Under no circumstances shall specific performance be an available remedy against Bonneville.

Finality

In a binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

In nonbinding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to nonbinding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than one year after the date the arbitration award was issued.

Costs

Each Party shall be responsible for its own costs of arbitration, including legal fees.

Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deems reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.