

Arbitration Panel Fee Agreement

I, \_\_\_\_\_, have been advised of the fee schedule for the services of Conflict Resolution & Conciliation Services (CR†CS). I understand that the fees applicable to the arbitration process in which I have agreed to participate include:

- a) A fee for case administrator time of \$160 per hour divided equally between the parties. A non-refundable deposit of \$160 per party towards case administrator time to initiate and administer the arbitration payable in advance at the opening of the case. (\$80 of administrative deposit waived if proceeding with the same panel that served during mediation)
- b) A filing fee of \$100.00 for each claim or counter claim filing, due at the time of filing.
- c) A flat fee of \$50 per party for each day during which a hearing or preliminary conference is held.
- d) Arbitration panel time fees of \$180 per hour, per party for a panel of CR†CS associates or other individuals accepting the CR†CS compensation schedule (Includes time in session – preliminary and regular (minimum session fee: preliminary – one hour; regular – two hours), reviewing submittals and briefs by parties, and deliberation; time is billed in quarter hour increments; time in session on weekends, holidays, or portions after 6:00 p.m. are an additional twenty percent.). If arbitrators other than CR†CS associates are chosen by the parties and such arbitrators do not accept the CR†CS compensation schedule, the hourly arbitration panel time rate shall be increased by the amount such arbitrator’s agreed compensation exceeds the CR†CS compensation schedule; parties will be advised of any increased hourly rate associated with selection of such an arbitrator at the time of such individual’s nomination. Any arrangement for compensation of an arbitrator shall be made through CR†CS and not directly between the parties and the arbitrator.
- e) An award preparation fee of \$80 per hour per party (minimum three hour fee).
- f) A per party fee for any required travel time at the rate of one-half the party’s arbitration panel time hourly rate plus mileage at the rate of \$.25 per mile.
- g) All direct costs of CR†CS and the conciliators associated with the case, including long distance telephone calls, travel, parking, written resources provided, and other out of pocket expenses. These direct costs shall be shared equally among all parties, unless otherwise agreed to by the parties.
- h) A cancellation fee equal to the total of minimum applicable fees for all parties under paragraphs c), d) and f) above is payable by a party who causes a cancellation of any scheduled session with less than 48 hours notice.

I agree to pay my share of all fees and costs of the arbitration process in accordance with the above schedule and the ICC Rules. I agree to pay for fees for each session as they are incurred, direct costs as invoiced, and deposits as required by CR†CS. I understand that an advance deposit of applicable fees for at least a four hour session plus payment for any outstanding incurred fees will be required from each party in advance of each session.

If I seek consideration for a fee reduction due to low income or other economic hardship, or am otherwise at any point in the arbitration process unable to pay fees when due, I must request alternate arrangements with CR†CS in advance. Unless otherwise agreed, interest shall be charged at the rate of one percent per month on balances outstanding over 30 days; in the event collection action is initiated, I agree to pay all costs and fees associated with such action, including attorney and conciliator fees.

I agree that any dispute with CR†CS or a conciliator arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the ICC Rules, and judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Accepted by \_\_\_\_\_ (CR†CS) Date \_\_\_\_\_