

Mediation/Arbitration 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 mediation/arbitration process in which I have agreed to participate include:

MEDIATION PHASE

- a) A flat fee of \$170 for each intake - up to two hours duration. Intake will be conducted with each participant. Additional intake time after the first two hours will be \$85 per hour.
- b) Mediation session fees of \$120 per hour, per party (minimum session of two hours; sessions on weekends, holidays, or portions after 6:00 p.m. are an additional twenty percent.). Time incurred outside of sessions from party's non-administrative contact with a conciliator or CR†CS, whether in person, by phone, or in e-mail review and response, is also at party's hourly mediation session rate. Case administration time (except session scheduling) is at a per party fee of one-half their mediation session hourly rate.
- c) A memorandum of agreement preparation fee of \$50 per hour per party (minimum three hour fee). This fee also applies to preparing a requested advisory opinion.
- d) A per party fee for any required travel time at the rate of one-half the party's mediation session hourly rate plus mileage at the rate of \$.25 per mile.
- e) 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.
- f) A cancellation fee of \$170 is payable by a party who causes a cancellation of any scheduled session with less than 24 hours notice.

ARBITRATION PHASE

- 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 flat fee of \$50 per party for each day during which a hearing or preliminary conference is held.
- c) Arbitration session fees of \$180 per hour, per party for a panel of CR†CS associates which includes an attorney (Includes time in session – preliminary and regular (minimum regular session fee 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 parties mutually agree to use a single arbitrator instead of a panel the rate is \$140.00 per hour per party. If arbitrators other than CR†CS associates (chosen by the parties) are used and they do not accept the CR†CS compensation schedule, their compensation shall be set by separate agreement. Any arrangement for compensation of an arbitrator shall be made through CR†CS and not directly between the parties and the arbitrator.
- d) An award preparation fee of \$80 per hour per party (minimum three hour fee).
- e) A per party fee for any required travel time at the rate of one-half the party's arbitration session hourly rate plus mileage at the rate of \$.25 per mile.
- f) 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.
- g) A cancellation fee equal to the total of minimum applicable fees for all parties under paragraphs b), c) and e) 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 mediation/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, a deposit prior to the preparation of an agreement and the balance upon delivery of the agreement. If we proceed to arbitration I understand that an advance deposit of \$1000.00 per party will be required, or \$600 if case is submitted to the conciliators for decision without a hearing.

If I seek consideration for a fee reduction due to low income or other economic hardship, or am otherwise at any point in the mediation or 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 judgement upon an arbitration award may be entered in any court otherwise having jurisdiction.

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

*Income/Hardship Consideration.* I understand that CR†CS is a nonprofit organization that is supported by a combination of fees for services, tax deductible contributions from individuals and businesses, and support from churches and other charitable organizations; support from donations allows CR†CS to provide services on an income based sliding scale to individuals who would otherwise be unable to obtain needed conciliation services.

**I request consideration for sliding scale fees** based on my gross annual income of \$ \_\_\_\_\_, or other documented hardship explained on the back of this agreement. I understand that based on this income, or other documented hardship, the hourly mediation session fee rate will be reduced by \_\_\_\_\_ percent. **I further understand that this reduction will only be applied to sessions held after acceptable documentation of gross income or other hardship is provided.**

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

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