

Conflict to Peace Mediation/Arbitration Fee Agreement

I, _____, have been advised of the fee schedule for the services of Conflict to Peace. I understand that the fees applicable to the mediation/arbitration process in which I have agreed to participate include:

MEDIATION PHASE

- a) Intake / pre-mediation coaching sessions, that will be conducted separately with each participant, are \$165 per hour (minimum is \$330 for up to two hours for initial session and includes homework materials - hourly rate applies to additional pre-mediation conflict coaching time beyond the initial two hour minimum). In addition there is a non-refundable \$70 per party case administration fee due with the initial intake deposit. An advance deposit of anticipated fee is needed to secure an appointment.
- b) Mediation session fees of \$165 per hour per party (The first session is a minimum of three hours; subsequent session minimum is two hours. there is a 20% surcharge for sessions on weekends, holidays, or portions before 9 a.m. or after 6 p.m.). Non-administrative contact with a conciliator(s) or Conflict to Peace, outside of sessions, whether in person, by phone, or in e-mail review and response, is \$165 per hour. Conflict to Peace reserves the right to charge for extraordinary case administration time (i.e. to arrange a neutral property appraisal) at \$165 per hour. An advance deposit of fee for the scheduled duration is needed to secure an appointment.
- c) A deposit for the preparation of a memorandum of agreement is \$340 (four hours) per party. Additional time, if needed, is \$85 per hour, per party. This fee also applies to time preparing advisory opinions if applicable.
- d) A per party fee for any required regional travel time is at the rate of \$85 per hour plus mileage at the prevailing Internal Revenue Service reimbursement rate.
- e) All direct costs of Conflict to Peace 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 by both parties equally, unless otherwise agreed to in writing.
- f) A cancellation fee of \$330 is payable by a party who causes a cancellation of any scheduled session with notice of less than one full business day. Returned checks are assessed a \$35 fee.

ARBITRATION PHASE

- a) A fee for case administrator time of \$180 per hour divided equally between the parties. A non-refundable deposit of \$180 per party towards case administrator time to initiate and administer the arbitration payable in advance at the opening of the case. (\$90 of administrative deposit waived if proceeding with the same panel that served during mediation).
- b) A flat fee of \$60 per party for each day during which a hearing or preliminary conference is held.
- c) Arbitration session fees of \$300 per hour, per party for a panel of three Conflict to Peace 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 1/10 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 \$200.00 per hour per party. If arbitrators other than Conflict to Peace associates (chosen by the parties) are used and they do not accept the Conflict to Peace compensation schedule, their compensation shall be set by separate agreement. Any arrangement for compensation of an arbitrator shall be made through Conflict to Peace and not directly between the parties and the arbitrator.
- d) An award preparation fee of \$150 per hour per party (minimum four-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 prevailing Internal Revenue Service reimbursement rate.
- f) All direct costs of Conflict to Peace 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 in writing.
- 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 applicable fees for at least four hours of panel time plus payment for any outstanding incurred fees will be required from each party in advance of each session and in advance of preparation of a decision. I agree to pay for fees for each session beyond the deposit as they are incurred, case administration and direct costs as invoiced, and further deposits as required by Conflict to Peace. If the case is submitted to the conciliators who conducted the mediation for decision without a hearing, the required deposit before proceeding with deliberations is \$1,100 per party. Mediation/arbitration resuming after 90 days of inactivity will be billed at the then prevailing rate.

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 Conflict to Peace in advance. Unless otherwise agreed, interest shall be charged at the rate of two 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 Conflict to Peace 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 Conflict to Peace 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 Conflict to Peace 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 _____ Date _____
(Conflict to Peace Representative)