

ARBITRATION FEE AND CANCELLATION AGREEMENT

Fees and Costs.

1. The hourly rate is \$350 for time expended and/or reserved by the parties, including but not limited to preparation time, telephone calls and meetings and preparation of the arbitration decision.

The parties shall make payment as follows, unless the mediator is advised by the attorney(s) that the parties have reached an alternative payment arrangement:

By *: 50%

By *: 50%

I estimate *** hours of preparation and *** hours for the conference, for total fees of ***. A retainer of that amount is to be delivered to my office by noon on ***. If total involvement is more than ## hours, additional fees will be paid at the time of the mediation/arbitration.

2. Initial pre-payment requirements shall be set by the arbitrator at the time of scheduling of the arbitration. Both parties shall timely comply with those requirements. **Unless otherwise agreed to by the arbitrator, in the event that the fee deposit is not received fourteen (14) days in advance of the arbitration, the arbitration may be canceled.**
3. Unless the parties' Parenting Plan, agreement or other pertinent order provides otherwise, each party shall submit one-half of the estimated fees in advance of the arbitration hearing. If the arbitration takes more time than anticipated, additional fees will be required.
4. The arbitrator shall have the authority to award fees and costs to either party and to adjust the financial responsibility for the costs of arbitration. Failure to timely submit documents is one such circumstance that may result in reallocation of fees.
5. The arbitrator reserves the right to charge faxes at the rate of \$.50 per page; photocopies at the rate of \$.15 per page; and long distance telephone calls and postage at actual cost.
6. Any unpaid balance at the conclusion of the conference will bear interest at the rate of 12% per annum; returned checks will be charged a \$50.00 fee.
7. All fees are to be paid prior to the arbitration decision being released.
8. All parties to this agreement agree to be bound by, and follow, the Rules and Procedures for arbitration provided by the arbitrator.

9. By their signatures below, all parties and their attorneys accept responsibility for arbitration fees incurred.

CANCELLATION POLICY. IF THE ARBITRATION IS CANCELED OR RESCHEDULED LESS THAN FOURTEEN (14) DAYS, *, PRIOR TO THE DAY SCHEDULED FOR ARBITRATION, THE ENTIRE FEE DEPOSIT WILL BE RETAINED. IF THE NUMBER OF HOURS ARE REDUCED LESS THAN FOURTEEN DAYS (14) DAYS PRIOR TO THE DAY SCHEDULED FOR ARBITRATION, PARTIES AND ATTORNEYS WILL BE RESPONSIBLE FOR THE HOURS ORIGINALLY SCHEDULED. IF THE FEE DEPOSIT HAS NOT YET BEEN RECEIVED, A BILL WILL BE SENT TO EACH ATTORNEY FOR FEES FOR THE HOURS RESERVED.**

Date

Date

Date

Date

Howard R. Bartlett, Arbitrator

Date

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