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Terms and Conditions of ADR Retention

Compensation

My fee for serving as an arbitrator or mediator is based upon the time I spend on the matter at the rate of \$800 per hour (\$700 per hour for non-administered matters in Santa Barbara).

Services Included

My hourly rate will be applied to all time spent on the matter, including, without limitation, hearing time, document reading, research, preparation of legal documents, correspondence and telephone calls. I do not charge for travel time unless expressly stated.

Payment

A retainer fee is due and payable at the time the engagement is booked and confirmed as a condition to firm reservation of the matter on my calendar. The retainer is based on an estimate of the number of hours or days it will take to hear the matter. There is a minimum three hour charge for one half-day or less, unless otherwise agreed. One day is considered to be six hours; however, a longer daily working schedule can be arranged. Fees for services exceeding the amount of the retainer and for expenses will be billed periodically and are payable upon billing.

Refund

The retainer will be refunded in full, less a cancellation fee of \$300 to cover administrative costs, if the matter is settled, continued, placed off calendar or otherwise delayed and I am notified in writing at least 30 days in advance of the scheduled meeting. Otherwise, a refund (less cancellation fee) will be made only to the extent that other matters are heard within the reserved time.

Parties to the Agreement

I do not communicate directly with any client on any subject. My agreement to provide dispute resolution services is with the attorneys for the respective parties. I consider the attorneys jointly and severally responsible for the payment of my fee and it is to them that I look for payment.

Written Materials

Unless otherwise stated, I expect a pre-hearing brief from each party. Briefs and all other written materials directed to me should be mailed or delivered to me at the above address so as to arrive at least five (5) days before the date of the engagement. Please provide me with copies of the important non-California cases and any other authorities you cite.

Preliminary Conference

Please contact this office to schedule a preliminary telephone conference with all counsel.

Regarding Mediation

Unless previously agreed, a party representative with authority to resolve the dispute shall be present at each session. The parties and their counsel shall agree in writing to be bound by applicable state and federal law concerning the confidentiality of the process.

Acknowledgement and Agreement

Transmittal of a retainer check from counsel will indicate agreement to the terms and conditions of this engagement.

Agreed to by:

Signature: _____ Date: _____