



PHILIP MEDIATION

Arbitration Fee Agreement

In consideration of the receipt of services from Philip Mediation and its representative and mediator Sasha Susan Philip, I agree to the following:

1. FEES – Philip Mediation charges a fee of \$250 per hour, subject to a 4-hour (\$1,000) minimum. The amount charged includes the case handling fee and any travel time within the greater Seattle area.

2. PREPARATION/TRAVEL TIME – Preparation time and travel time outside the Seattle area are billed at \$200 per hour (rounded up in 15-minute increments). After the arbitration has concluded, Philip Mediation will send a supplemental invoice, which is due and payable upon receipt.

3. FACILITY COSTS – Conference room facilities must be arranged by the parties. Arbitrations typically are held at one of counsel's offices. Should a third party facility become necessary, Philip Mediation can assist in locating a suitable facility; however, the facility fee will be the responsibility of the parties.

4. ALLOCATION OF FEES – All fees will be billed to and are due from the arbitration participants in equal shares unless the parties agree to a different allocation and notify Philip Mediation of the agreed-upon allocation at the time the arbitration is scheduled.

5. DEPOSITS – A deposit of \$500, to be applied towards the total arbitration fee, must be received by Philip Mediation no later than 10 working days prior to the arbitration in order to guarantee the arbitration date and time. The remaining balance, including preparation and travel time (see paragraph 2), if any, will be billed to the parties after the conclusion of the arbitration, and is due and payable upon receipt.

6. CANCELLATION/POSTPONEMENT – Any arbitration cancelled or postponed within 5 working days of the scheduled date is subject to forfeiture of the deposit amount, unless Ms. Philip's time can be rescheduled for another matter.

7. PAYMENT RESPONSIBILITY – The parties and their attorneys are jointly and severally responsible for payment of fees and costs.

8. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9. CHOICE OF LAW – The terms of this Fee Agreement shall be governed by the laws of the State of Washington.

I have read and understand the provisions of the foregoing fee agreement, and agree to be bound by its terms and conditions.

Date

Date

Mediation Client

Mediation Client Representative/Attorney

Printed Name

Printed Name