



## PHILIP MEDIATION

### Mediation Fee Agreement

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

#### 1. FEES

The following fees are applicable for two-party mediations in which one or more of the parties are represented by legal counsel. Mediations generally occur Monday - Friday, excluding federal holidays, between the hours of 9 a.m. and 5 p.m. An additional fee will be applied for weekend, holiday and evening mediations, as well as for mediations involving more than two parties. Philip Mediation does not charge any "case handling" or intake fees.

Please contact us for availability and applicable fees if you are interested in scheduling a weekend, holiday or evening mediation, or if your dispute involves more than two parties.

**a. Hourly** – Philip Mediation charges \$275 per hour, subject to a two-hour minimum. Matters scheduled on an hourly basis are generally scheduled to begin at either 9:00 a.m. or 1:00 p.m. The amount charged includes a pre-mediation consultation with all parties and up to one hour of travel time.

**b. Half Day** – Philip Mediation charges \$1,000 per half day (4 hours). Matters scheduled for a half-day mediation are generally scheduled to begin at either 9:00 a.m. or 1:00 p.m. The amount charged includes a pre-mediation consultation with all parties, any travel time within the greater Seattle area, 1 hour of reading/review time, and 4 hours of mediation time. Philip Mediation may be available to continue mediation sessions into the afternoon or evening on half-day cases, depending on location and subject to an hourly rate of \$275 per hour (rounded up in 15-minute increments) beyond the allotted 4 hours.

**c. Full Day** – Philip Mediation charges \$1,800 per full day (8 hours). Matters scheduled for a full-day mediation are generally scheduled to begin at 9:00 a.m. The amount charged includes a pre-mediation consultation with all parties, any travel time within the greater Seattle area, 2 hours of reading/review time, and 8 hours of mediation time. Philip Mediation may be available to continue mediation sessions into the evening on full-day cases, depending on location and subject to an hourly rate of \$275 per hour (rounded up in 15-minute increments) beyond the allotted 8 hours.

**2. ADDITIONAL TIME** – Philip Mediation reserves the right to charge for any additional time required for preparation and/or follow-up at a rate of \$275 per hour (rounded up in 15-minute increments). After the mediation has concluded, Philip Mediation will send a supplemental invoice, which is due and payable upon receipt.

**3. TRAVEL TIME** – Philip Mediation charges \$100 per hour (rounded up in 15-minute increments) for travel time not otherwise included in paragraphs 1(a)-(c) above. After the mediation has concluded, Philip Mediation will send a supplemental invoice, which is due and payable upon receipt.

**4. FACILITY COSTS** – Conference room facilities must be arranged by the parties. Mediations 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.

**5. ALLOCATION OF FEES** – All fees will be billed to and are due from the mediation 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 mediation is scheduled.

**6. DEPOSIT** – The total amount due for reserved time must be received by Philip Mediation no later than ten (10) business days prior to the mediation in order to guarantee the mediation date and time. The remaining balance, including additional preparation, conference and/or follow-up time, if any, will be billed to the parties after the conclusion of the mediation, and is due and payable upon receipt.

**7. CANCELLATION/POSTPONEMENT** – Any mediation cancelled or postponed within five (5) business days of the scheduled date is subject to forfeiture of 50% of the deposit amount, unless Ms. Philip's time can be rescheduled for another matter.

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

**9. 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.

**10. 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

\_\_\_\_\_  
Representative/Attorney

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Please make all checks payable to:

Philip Mediation  
P.O. Box 82614  
Kenmore, WA 98028