

Colorado Mediators & Arbitrators

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Med-Arbitration Fee Agreement: No Retainers. Pay As You Go. Simple.

Colorado Mediators & Arbitrators™ | COMA requires a valid credit card or debit card to be kept on file to secure dispute resolution fees. Unless payment arrangements are made in advance COMA will charge dispute resolution fees to the credit or debit card on file.

- 1. INITIATION FEE:** Each Party is charged a \$75.00 non-refundable initiation fee upon signing the agreement for Med-Arbitration.
- 2. HOURLY RATE:** The fees for each session are due upon confirmation of scheduling. The mediator's hourly rate is \$250 per hour. The rate is evenly divided between the parties for joint sessions, or payable in full by a party who participates in an individual session or for work authorized by one party only. Med-Arbitration sessions are scheduled in four (4) hour increments, charged as a block of time whether used in part or in whole. Billable time outside of sessions are billed in .25 hourly increments, to include preparation for med-arbitration; negotiating between parties prior to and between sessions; telephone calls and e-mails with parties or attorneys of the participants; reading and/or preparation of documents and the award; and any other activities requested by the participants. A \$10 fee is assessed for each declined credit card transaction. At the end of each mediation session the current balance for the above services owed shall be paid, as well as fees for services anticipated to be performed between mediation sessions. Refunds of processed fees for cancelled med-arbitration dates shall be charged a \$50 processing fee. Cancellations within 10 business days of session forfeit the full cost of session. When med-arbitration is rescheduled greater than 10 business days prior to the scheduled date, processed fees shall be applied to services rendered within 30 days of the cancelled session date.
- 3. EX-PARTE COMMUNICATION:** No private communication with the Med-Arbitrator is permitted to prevent the unfair influence of the Med-Arbitrator by the parties. Therefore, separate rooms for "shuttle" mediation are not allowed.
- 4. OUTSTANDING BALANCES AND COLLECTIONS:** COMA shall not be required to provide any award, decision or work product produced by a mediator or arbitrator until all charges and fees are paid. Outstanding balances payable to COMA are subject to a compounding monthly interest rate of 2%. Parties agree to pay any fees or costs incurred by COMA to collect any outstanding amounts owed by client. Such fees and costs may include, but shall not be limited to, collection agency commissions, fees or charges; attorney fees and costs; and court costs. A minimum of \$250.00 will be accessed to all accounts that are assigned for collections.

Card Holder's
Comments

Visa or MasterCard #

Discover and American Express not accepted

Expiration Date

CVV Code

Email

Name on Card

Billing Address

Billing City ST Zip

Phone # of Card Holder

Name of party for whom payment is made

Name of party for whom payment is made

I understand and agree to each of the provisions of this agreement. I authorize charges by COMA for fees related to the above-named party or parties..

Signature of Card Holder _____ Date _____