



**FEES AND COSTS FOR
REALTORS AND HOMEOWNERS THAT HAVE AGREED TO ARBITRATE
AS PROVIDED IN THE MULTIPLE LISTING SERVICE (MLS) AGREEMENT
(for 2 party cases)**

The following is a description of the types of fees assessed by NAM, the manner in which the fees are calculated and an explanation of the parties responsible for the various fees. NAM's Comprehensive Dispute Resolution Rules and Procedures shall govern these proceedings and the fees set forth herein will be applicable.

ARBITRATION & MEDIATION (FOR 2 PARTIES):

Applies to disputes in which the Claimant's demand is for more than \$5,000

The Claimant is charged an administrative fee of \$585 for each Arbitration/ Mediation. All administrative fees are non-refundable. This fee includes case administration, coordination, scheduling, document handling, faxing and postage. In addition, for each hour of Arbitrator/ Mediator time, the Claimant is charged \$520 per hour. Arbitrator/Mediator time refers to the combination of conference/pre-hearing conference/hearing time, travel time (if required), study and review of written submissions and documents from the parties, research and decision preparation time. The Claimant will be billed in advance of the hearing/ conference for the administrative fee and 3 hours of time or a total of \$2,145. To the extent that the total Arbitrator/ Mediator time is less than 3 hours, the Claimant will receive a refund of up to 1 hour or \$520. Minimum billing is 2 hours. To the extent that additional time is needed beyond 3 hours, the Claimant will be billed at \$520 per hour in excess thereof. **As part of the Demand for Arbitration, the Claimant may request that the Arbitrator order that all, or a portion of the cost of the Arbitration/Mediation, be reimbursed to the Claimant from the Respondent.**

The Arbitrator/ Mediator may, in his/ her discretion, grant a party's request for postponement of a scheduled Arbitration Hearing or Mediation Conference. Any Arbitration or Mediation adjourned with at least 7 business days notice to NAM is billable at \$210 to the adjourning party. Any Arbitration or Mediation adjourned without 7 business days notice to NAM but prior to the hearing/ conference date is billable at \$305 to the adjourning party. For any Arbitration or Mediation adjourned, cancelled or settled on the actual hearing/ conference date, (in the event of adjournment, the adjourning party; in the event of cancellation or settlement, the Claimant), will be responsible for the full administrative fee plus two hours of hearing time. In the event the parties have agreed to an ADR proceeding and the case settles or is canceled prior to the hearing/ conference date, the Claimant will be responsible for full payment of the administrative fees.

TRANSLATION OR INTERPRETERS FEES:

Normally, if a party requires translation or interpretation services, that party is responsible to find an appropriate service and pay for it directly. If a party requests that NAM directly provide translation or interpretation services and NAM is able to provide such services (note that NAM is not in this business and does not have professional translators), the fee for such service is \$245 per hour.

PAYMENT TERMS

- A. Administrative fees and advance hearing time reserved are due prior to the hearing/ conference date. Fees for adjournments, cancellations, settlements and hearing time/ Arbitrator/ Mediator study time are due within 10 days of invoice date.
- B. Each party is responsible to pay the fees billed to them by NAM directly to NAM. If, as part of the award, the Arbitrator orders that a portion of the cost of the Arbitration/ Mediation be reimbursed to the Claimant from the Respondent, such reimbursement is to be made between/ among the parties after NAM has been paid in full and without the involvement of NAM.
- C. In the event that a party fails or refuses to make payments, NAM may direct the other party to effect a substitute payment to allow the Arbitration/ Mediation to proceed (subject to any Award for costs). In such circumstances, the party paying the substitute payment may be entitled to recover that amount from the defaulting party. NAM may elect not to commence administration of the claim or not to allow the hearing/conference to proceed until all outstanding fees are paid.
- D. In the event a dispute arises with respect to the payment of fees, the NAM Administrator, in his/ her sole discretion, will determine who is responsible for the payment of fees.
- E. The NAM Administrator may, in his or her discretion, agree to waive any of the fees payable to NAM by an individual who is indigent and unable to pay.
- F. All fees are to be paid in U.S. dollars.
- G. Interest will be charged at a rate of 1.5% per month on balances more than 30 days past due.

Fees and costs are effective as of 2/ 15/ 2011. All fees are subject to adjustment annually as of January 1st of each year. Hearing officer travel time (should any be required) is billable at the assigned Hearing Officer's travel time rate.