



**FEES AND COSTS FOR
REALTORS AND HOMEOWNERS THAT HAVE AGREED TO ARBITRATE
AS PROVIDED IN THE MULTIPLE LISTING SERVICE (MLS) AGREEMENT***
(for Small Claims, Multi-Party and Tri-Panel 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 incorporate this Fee Schedule and require that the parties pay the fees set forth herein.

SMALL CLAIMS:

Applies to Two Party disputes in which the Claimant's demand is \$5,000 or less

The Claimant is charged a \$1,012 flat fee for each Arbitration/Mediation inclusive of Arbitrator/Mediator time. 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. **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 \$56 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 \$225 to the adjourning party. Any Arbitration or Mediation adjourned on the actual hearing/conference date is billable at \$450 to the adjourning party. For cancellations or settlements on the actual hearing/conference date, the Claimant is responsible for full payment of the flat fee of \$1,012. 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 is responsible for \$562, the administrative portion of the flat fee.

ARBITRATION & MEDIATION (FOR 3 OR MORE PARTIES):

The Claimant who files the Demand for Arbitration is charged an administrative fee of \$281 per party based on the total number of parties to the case 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, hourly fees of \$562 per hour are charged. This fee is to be paid by the Claimant who files the Demand For Arbitration. 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 who files the Demand for Arbitration will be billed in advance of the hearing/conference for the administrative fee and 3 hours of time. 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. Minimum billing is 2 hours. To the extent that additional time is needed beyond 3 hours, the Claimant will be billed at \$562 per hour in excess thereof. Hourly fees are payable for the full duration of the hearing/study and

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decision preparation time (regardless if any individual party is not present for the total time incurred). **As part of the Demand for Arbitration, the Claimant who files the Demand for Arbitration 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 \$168 to the adjourning party. Any Arbitration or Mediation adjourned without 7 business days notice to NAM but before the hearing/conference date is billable at \$337 to the adjourning party. Any Arbitration or Mediation adjourned on the hearing/conference date is billable at \$562 to the adjourning party. For cancellations or settlements on the actual hearing/conference date, the Claimant who files the Demand for Arbitration will be responsible for the full administrative fees 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 who files the Demand for Arbitration will be responsible for full payment of the administrative fees.

TRI-PANEL:

The Claimant who files the Demand for Arbitration is charged an administrative fee of \$337 per party based on the total number of parties to the case for each Arbitration/Mediation. All Tri-panel administrative fees are non-refundable. This fee includes case administration, coordination, scheduling, document handling, faxing and postage. In addition, the cost of three Arbitrators/Mediators is \$1,351 per hour. This fee is to be paid by the Claimant who files the Demand for Arbitration. 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 who files the Demand for Arbitration will be billed in advance of the hearing/conference for the administrative fees and 3 hours of time. 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. Minimum billing is 2 hours. To the extent that additional time is needed beyond 3 hours, the Claimant will be billed at \$1,351 per hour in excess thereof. Hourly fees are payable for the full duration of the hearing/study and decision preparation time (regardless if any individual party is not present for the total time incurred). **As part of the Demand for Arbitration, the Claimant who files the Demand for Arbitration may request that the Arbitrators order that all, or a portion of the cost of the Arbitration/Mediation, be reimbursed to the Claimant from the Respondent(s).**

The Arbitrators/Mediators may, in their discretion, grant a party's request for postponement of a scheduled In-Person/Oral Arbitration Hearing or Mediation Conference. Any Tri-panel Arbitration adjourned with at least 7 business days notice to NAM is billable at \$225 to the adjourning party. Any Tri-panel Arbitration adjourned without 7 business days notice to NAM but before the day prior to the scheduled hearing/conference date is billable at \$337 to the adjourning party. The adjourning party shall be responsible for \$675 in the event they adjourn on the day prior to their scheduled hearing/conference and \$1,351 should they adjourn on the actual day of their scheduled hearing/conference. For cancellations or settlements on the actual hearing/conference date, the Claimant(s) are responsible for payment of the administrative fees and two hours of conference/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(s) will be responsible for full payment of the administrative fees.

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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 \$234 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[s] awards the cost of the Arbitration to one party or apportions such costs between the parties, 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 or parties 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.

The cost structure outlined above represents the fees for the specific region from which this correspondence originated. Fees and costs are effective as of 01/01/10. Prices subject to change without notice. Arbitrator/Mediator travel time (should any be required) is billable to each party at the assigned Arbitrator/Mediator's travel time rate.

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