



**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.

**The fees vary depending upon the Hearing Officer selected for the case. Hearing Officers that command a different fee structure will be designated as such on NAM's Roster as Special Rate. Such fee structure is presented below under "SPECIAL RATE STRUCTURE FOR DESIGNATED HEARING OFFICERS."**

**ARBITRATION & MEDIATION (FOR 2 PARTIES):**

The Claimant is charged an administrative fee of \$650 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 \$640 per hour. Arbitrator/Mediator time refers to any and all time spent by the Arbitrator/Mediator, including 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 \$2,570. 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 \$640. Minimum billing is 2 hours. To the extent that additional time is needed beyond 3 hours, the Claimant will be billed at \$640 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 \$225 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 \$330 to the adjourning party. For any Arbitration or Mediation adjourned on the actual hearing/conference date, the adjourning party 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 before the Arbitrator/Mediator spends any time on the matter, the Claimant will only be responsible for the full payment of the administrative fees. Once the Arbitrator/Mediator has been appointed and begins to spend time on the matter, in addition to the administrative fee, the Claimant will be responsible for a minimum of 2 hours of Arbitrator/Mediator time, even if the case settles or cancels.** Notwithstanding the foregoing, for any Arbitration or Mediation cancelled or settled without at least 3 business days notice to NAM before the scheduled hearing/conference date, the Claimant will be responsible for the full administrative fee plus two hours of hearing time, in addition to any Arbitrator/Mediator time already incurred before the hearing/conference date, if applicable.

**SPECIAL RATE STRUCTURE for DESIGNATED HEARING OFFICERS  
ARBITRATION & MEDIATION (FOR 2 PARTIES):**

The Claimant is charged an administrative fee of \$675 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 \$820 per hour. Arbitrator/Mediator time refers to any and all time spent by the Arbitrator/Mediator, including 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 \$3,135. 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 \$820. Minimum billing is 2 hours. To the extent that additional time is needed beyond 3 hours, the Claimant will be billed at \$820 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 \$325 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 \$500 to the adjourning party. For any Arbitration or Mediation adjourned on the actual hearing/conference date, the adjourning party 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 before the Arbitrator/Mediator spends any time on the matter, the Claimant will only be responsible for the full payment of the administrative fees. Once the Arbitrator/Mediator has been appointed and begins to spend time on the matter, in addition to the administrative fee, the Claimant will be responsible for a minimum of 2 hours of Arbitrator/Mediator time, even if the case settles or cancels.** Notwithstanding the foregoing, for any Arbitration or Mediation cancelled or settled without at least 3 business days notice to NAM before the scheduled hearing/conference date, the Claimant will be responsible for the full administrative fee plus two hours of hearing time, in addition to any Arbitrator/Mediator time already incurred before the hearing/conference date, if applicable.

**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 \$250 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 7/1/2016. All fees are subject to adjustment annually as of July 1<sup>st</sup> of each year.** Hearing officer travel time (should any be required) is billable at the assigned Hearing Officer's travel time rate.