



**PAX ADR LLC ARBITRATION RETAINER AGREEMENT**

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**and**

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**1. Purpose**

\_\_\_\_\_ has chosen to appoint Nancy F. Lesser of Pax ADR to serve as its neutral party-appointed arbitrator (“Arbitrator”), in the currently pending dispute between the above-captioned parties.

**Neutrality**

\_\_\_\_\_ understands and agrees that the Arbitrator shall act in a strictly neutral capacity as Arbitrator and not as an advocate for any party.

**2. Disclosures**

The Arbitrator will make a reasonable effort to learn and, if necessary, disclose any business or professional relationships the Arbitrator and/or the Arbitrator’s firm has had with the parties or their law firms. \_\_\_\_\_ and its law firm will make a reasonable effort to learn and, if necessary, disclose to the Arbitrator or the Parties any business or professional relationships not previously identified and disclosed by the Arbitrator.

**3. Future Work**

\_\_\_\_\_ understands and agrees that the Arbitrator may serve as mediator or neutral arbitrator in other unrelated matters involving the parties or their counsel in this matter during the pendency of the arbitration, and that this will not present a conflict.

## **5. Fees**

Fees for services by the Arbitrator will be determined by the number of hours (or portion) spent on the matter, plus expenses. Case management services are included in the Arbitrator's hourly fee. The Arbitrator will bill on this basis for all time spent on the matter, including initial contacts, electronic communications, telephone and web conferences, travel, review of submissions and other material in preparation for the hearing, hearing, post-hearing deliberations, and preparation of awards. The Arbitrator will charge an hourly rate for services of \$\_\_\_\_\_, which rate will remain in effect for the duration of the arbitration. The Arbitrator's time is billed in quarter-hour increments.

Expenses, such as conference room and meal charges, long distance telephone, transportation or copying charges, will be billed at cost, which in some cases may be estimated. Invoices will be prepared monthly and are payable within 30 days thereafter. Other personnel, such as paralegals or law clerks, may be utilized to perform certain legal research or other tasks that the Arbitrator would otherwise be required to perform. Such personnel will be billed at lower rates.

## **6. Cancellation Policy**

If a scheduled arbitration hearing is cancelled more than 30 days before a session, professional fees are fully refundable, except to the extent Arbitrator preparation or other personnel time has already been incurred. Scheduled arbitration dates cancelled or rescheduled in less than 30 days will incur cancellation charges based upon an eight-hour day for each day reserved unless the time can be scheduled by the Arbitrator for another matter. If an arbitration session is completed in less time than was reserved, the actual time reserved but not used will be billed unless the Arbitrator's time can be scheduled for another matter.

## **7. Advance Payment**

\_\_\_\_\_ agrees to pay an advance amount as estimated and invoiced by the Arbitrator for preliminary fees and expenses. As the matter proceeds, the Arbitrator may invoice for a supplemental advance to cover additional anticipated fees and expenses. \_\_\_\_\_ is responsible for all fees and expenses incurred by the Arbitrator. All advance fees not used will be returned at the conclusion of the Arbitration. The

Arbitrator retains the right to suspend her participation in the proceedings in the event any invoices are not timely paid.

**8. Disqualification of Arbitrator and Exclusion of Liability**

\_\_\_\_\_ agrees not to call the Arbitrator as a witness or as an expert in any pending or subsequent litigation or arbitration involving the arbitration. \_\_\_\_\_ agrees to defend and/or assume the costs and attorneys' fees of defending the Arbitrator and Pax ADR against any claims arising out of this Agreement or the arbitration. \_\_\_\_\_ agrees that the Arbitrator will have the same immunity from liability for any act or omission in connection with the arbitration as judges have under applicable state and federal law.

BY: \_\_\_\_\_

FOR:

DATED: \_\_\_\_\_