

# Fee & Case Administration Agreement

Complete the rates, allocation, deposits, and cancellation terms before appointment or performance. Uncompleted fee fields do not authorize a charge; obtain a completed written fee agreement for the matter.

## Consumer fee waiver notice

For a qualifying California consumer arbitration, private arbitration company fees and costs, excluding arbitrator fees, must be waived for an indigent consumer under Code of Civil Procedure section 1284.3. Eligibility is based on gross monthly income below 300 percent of federal poverty guidelines. A sworn income and household size declaration is sufficient; additional financial evidence may not be required. Submit the separate Consumer Fee Waiver Declaration privately to case administration, and do not include it in materials served on the opposing party.

## 1. Matter, role, and fee period

Matter / case number / neutral / ADR process

Administering legal entity / registered business name and address (case administration completes)

Effective date / incorporated engagement or submission agreement

Responsible payors and billing contacts, subject to mandatory law

## 2. Rates and charges

Neutral professional rate / unit (hour, day, or other) / minimum if agreed

Preparation, review, conferences, and award work: rate / billing increment

Session or hearing charges / included time / overtime treatment

Administration: exact charge / basis / work included

Authorized facilities, technology, travel, interpreter, and other expenses; limits and approval

Fees compensate reasonable neutral and administrative services within the agreed scope. Time entries and expenses will be identified sufficiently to permit reconciliation. The neutral's compensation and the firm's administrative charges are not contingent on the result. Any allocation or award of fees or costs between the parties remains subject to the governing agreement and applicable law.

### 3. Allocation and mandatory protections

Lawful fee allocation by payor / percentage or amount / source of any mandatory allocation

Any mandatory consumer, employment, court program, or other fee protection governs over inconsistent terms. Statutory invoice, payment, waiver, and remedy requirements remain applicable, including Code of Civil Procedure sections 1281.97 through 1281.99 when they govern the matter. The firm will not treat a late payment as automatically resolving a statutory default or entitlement to relief without applying controlling law.

No allocation creates bias or changes the neutral's duties. These terms do not authorize a prohibited shifting of a business's arbitration fees to a consumer or employee. A fee dispute or nonpayment will be handled under applicable law and authorized procedures, with required notice and without an unauthorized restriction on participation.

## 4. Deposits and invoices

Initial deposit amount / due date / payor allocation

Further deposits: trigger / notice / amount / due date

Invoice intervals / payment instructions / dispute contact / lawful due dates

Reconciliation timing and return of unused deposits / identified nonrefundable charge if lawful

## 5. Cancellation and postponement

Exact notice periods and cancellation charges / exceptions / treatment of committed expenses

Postponement terms and charges, if any; rescheduling procedure

Cancellation charges apply only as stated in the completed written terms and to the extent lawful. Unused deposits will be reconciled against authorized charges; the entire deposit is not automatically forfeited. A postponement required for fair participation or by controlling law will be addressed consistently with the governing requirements.

## 6. Agreement and acceptance

Fee schedule, approved expense limits, and additional payor signature schedules

The parties and firm acknowledge the completed terms and applicable mandatory protections. Fee changes require a lawful written agreement or other authorized basis, with appropriate notice. The fee agreement alone does not create an arbitration agreement or confirm neutral appointment.

Payor / authorized representative / capacity / signature / date

Payor / authorized representative / capacity / signature / date

Neutral acknowledgment / signature / date

Firm acknowledgment / signature / date

## Authorities and scope

Judicial Council Arbitrator Ethics Standard 16

California Code of Civil Procedure § 1281.97

California Code of Civil Procedure § 1281.99

California Code of Civil Procedure § 1284.3

California Code of Civil Procedure § 1281.98