

Full-Day Mediation (subject to Case-Specific Considerations, below) (See what's included!)

	Austin or Online Mediations	Other Major Texas Cities (in-person) <i>Includes travel expenses & time</i>	Continental US or Canada (in-person) <i>Includes travel expenses & time</i>	Outside Continental US or Canada (in-person)
2 parties	\$2,700 / party	\$3,250 / party	\$8,000 / party	Email me for a fixed fee quote based on location, anticipated travel expenses, nature of your dispute and number of parties
3 parties	\$2,200 / party	\$2,600 / party	\$5,700 / party	
4 parties	\$1,975 / party	\$2,300 / party	\$4,500 / party	
5 parties	\$1,750 / party	\$2,000 / party	\$3,800 / party	
6–10 parties	\$1,550 / party	\$1,800 / party	\$3,400 / party	
>10 parties	negotiable			

What's included in the fee. Supplemental invoices are rare. The above fees include:

- A true “full day.” This means no overtime charges that day. As long as I’m done by midnight (for Austin or online mediations), catch the last flight home (for other Texas mediations), or get back to the hotel that night (for out of state mediations), your fee has it covered.
- Preparation, including pre-session calls with parties’ counsel
- Travel time and expenses, including airfare and, for out of state mediations, two-nights lodging
- Lunch served on site (except for online mediations)
- Up to 3 hours of follow-up, if needed, in succeeding days or weeks.

What a “party” is. A “party” is one or more participants represented solely by the same counsel. Separate counsel means a separate mediation “party” without regard to issue alignment. Also, if the number of parties changes between confirmation and mediation day, the fee would change with appropriate increase/decrease of the fee.

What the rates reflect. The fees reflect the demand for my services, the nature of these cases, and the commitment parties are expected to bring to the process.

Other Fee Considerations and Charges

Case-specific Considerations. There could be a different fee for online mediations involving fewer than 5 parties in non-routine disputes, or if we anticipate unusual preparation time or extended post-mediation work. For extended, multi-session, hour-based mediations, I charge \$600 per hour plus expenses with a retainer to secure final payment.

Post-session Supplemental Billing. If pre-session work was greatly more than anticipated, post-session day follow-up exceeded the 3 hours, and/or (for Texas mediations only) I missed that last flight home causing me to invest time going home the next day, I reserve the right to charge an additional fee of \$600 per hour (to be divided) for the additional time, plus unanticipated expenses (such as an unanticipated hotel stay).

Other Possible Charges. Occasionally, parties will be responsible charges associated with in-person mediations not held the office of one of the attorneys or outside Austin—typically use of a conference facility. If I need to reserve a conference facility, I anticipate any charges in advance and incorporate it into a slightly revised per party fee.

Half-day Mediations: I only do them on Friday afternoons in 2-party cases in Austin and, during the pandemic, only when booked within 10 days of the mediation date. The fee is \$1900 per party.

Payment, Cancellation and Other Policies

Payment Due Date and Guarantee. Payment must be received ten (10) business days before the mediation and made payable to Van Osselaer Dispute Resolution PLLC (Tax ID # 46-4228210). If fees are not timely paid by all parties, the session is subject to cancellation. Additional charges, if applicable, are billed promptly after the mediation and due upon receipt. All fees and charges are guaranteed by the party and by the party’s counsel.

Cancellation. If the mediation is cancelled for any reason, a 25% cancellation fee (plus any non-refundable expenses incurred) is due from each party if the cancellation was on less than ten (10) business days’ notice and 50% if on less than three (3) business days’ notice. The full fee is deemed earned 24 hours before mediation’s scheduled start.

Other Terms. Parties and counsel agree that participation in the mediation by substantive pre-session conversations with me, submission of a mediation statement or attendance on mediation day constitutes agreement to these terms as well as those on the *Mediation Details* document and in your emailed mediation confirmation.