

## Full-Day Mediation (subject to Case-Specific Considerations, below)

	Virtual/Online	In-Person Austin, Dallas, Houston or San Antonio <i>Includes day travel expenses &amp; time</i>	In-Person Elsewhere in Continental USA or Canada <i>Includes all travel expenses &amp; time</i>	In-Person Outside Continental USA or Canada
2 parties	\$3,750 / party	\$5,000 / party	\$12,000 / party	Email me for a fixed fee quote based on location, anticipated travel expenses, nature of your dispute and number of parties.
3 parties	\$3,000 / party	\$4,000 / party	\$8,500 / party	
4 parties	\$2,500 / party	\$3,500 / party	\$7,000 / party	
5 parties	\$2,200 / party	\$3,000 / party	\$6,000 / party	
6–10 parties	\$2,000 / party	\$2,600 / party	\$5,250 / party	
>10 parties	negotiable			

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

- A true “full day.” If I’m done by midnight (for Austin or online sessions), catch the last flight home (for other Texas locations), or get back to a hotel that night (for out of state locations), your fee has it covered.
- Preparation, including pre-session calls with all parties’ counsel.
- All travel expenses and travel time, including airfare and, for out of state mediations, two-nights lodging.
- Lunch served on site (except for online mediations)
- Up to 2 hours of any needed follow-up in succeeding days or weeks (thereafter at \$750/ hour divided equally)

**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 or decrease of the fee.

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

## Other Fee Considerations and Charges

**Case-specific Considerations.** A different fee may apply if extended preparation or post-session work is anticipated or in particularly complex cases. Where the amount in controversy exceeds US\$10 million, I reserve the right to charge an additional \$1,000 per party to standard fees. For mediations with sessions and work anticipated to be over several weeks or months, I charge \$750 per hour plus expenses with a retainer.

**Post-session Supplemental Billing.** If pre-session work was substantially more than reasonably anticipated, post-session follow-up exceeded 2 hours, or (for Texas mediations only) I missed that last flight home causing me to return home the next day, I charge \$750 per hour (divided) for the additional time, plus unanticipated expenses.

**Other Possible Charges.** Occasionally, parties will be responsible for 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 do not do half-day mediation sessions unless they are part of a follow-up to a previous full-day mediation or part of an extended hourly retention.

## Payment, Cancellation and Other Policies

**Payment Due Date and Guarantee.** Payment must be received ten (10) business days before the mediation 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 canceled for any reason (including by me for non-payment by any party), a cancellation fee could be triggered and is assessed against all parties, who are jointly and severally liable. The cancellation fee is 50% of the total fees (plus any non-refundable expenses) if cancellation is on less than ten (10) business days’ notice, with the total fees billed earned three (3) business days before first scheduled mediation day.

**Acceptance of These Terms.** Participation in the mediation, including by a substantive pre-session conversation with me, submission of a mediation statement or attendance at mediation constitutes agreement to these terms, as well as those of the *Mediation Fees* and *Online Mediation Protocol* documents, and the confirmation email.