

MEDIATION FEES

Full-Day Mediation (Note in the bullets below what is included!)

	In-Person Austin or Zoom (every person attends virtually)	In-Person Dallas, Houston or San Antonio <i>Includes daytrip travel expenses & time</i>	In-Person Elsewhere in Continental US <i>Includes all travel expenses & time reserved for 2 travel days</i>	In-Person Outside Continental US
2 parties	\$5,000 / party	\$7,000 / party	\$15,000 / party	Email me for a fixed fee quote based on location, anticipated travel expenses, nature of your dispute and number of parties.
3 parties	\$4,000 / party	\$5,500 / party	\$11,500 / party	
4 parties	\$3,500 / party	\$4,500 / party	\$9,000 / party	
5 parties	\$3,000 / party	\$4,000 / party	\$8,000 / party	
6–10 parties	n/a	\$3,500 / party	\$6,750 / party	
>10 parties	n/a	negotiable		

What's included. Subject to “Case-Specific Considerations” below, the above fees are per day and include:

- A true “full day.” If I’m done by midnight (for Austin or Zoom sessions), catch a last flight home (for Dallas, Houston or San Antonio sessions), or get back to a hotel that night (for other sessions), your fee has it covered.
- Preparation, including pre-session calls with all parties’ counsel.
- All travel expenses and time (including, for sessions held outside of Texas, needed travel days and hotel).
- Up to 2 hours of any needed follow-up in succeeding days or weeks (thereafter at \$900/ hour divided equally)

What a “party” is. A “party” is one or more participants represented solely by the same counsel. Having separate counsel results in being a separate mediation “party” without regard to issue alignment. Also, if the number of parties changes before mediation day, the fee would change with an 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 per-party fee may apply if extended pre- or post-session work is anticipated. If the amount in dispute exceeds US\$10M, I may charge an additional \$1,000 per party. For sessions held outside of Texas and planned for two consecutive days, the additional day’s fee is 75% of the above. For mediations with anticipated substantial work or sessions over several months, the fee is \$900 per hour plus expenses with a retainer.

Post-session Supplemental Billing. Supplemental invoices are rare. But if pre-session work was substantially more than reasonably anticipated, post-session follow-up exceeded 2 hours, or (for Texas sessions) I miss the last flight home that day, I charge \$900 per hour (divided) for the additional time, plus unanticipated expenses.

Other Possible Charges. The parties are responsible for charges that may be associated with in-person mediations not held the office of one of the attorneys—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 revised per party fee.

Half-day Mediations: I do not do half-day sessions unless they are a follow-up to a previous full-day mediation.

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 received from 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 Fee. If a mediation session is canceled for any reason (including lack of timely payment by any party), a cancellation fee is deemed earned and will be assessed against all parties, as a joint and several liability. If cancellation is on less than fourteen (14) days’ notice the cancellation fee is 50% of total billed fees (plus any non-refundable expenses), with the total billed fees fully earned ten (10) days before the first scheduled mediation day.

Acceptance of These Terms. Participation in the mediation, including by any pre-session substantive or administrative communication with me, submission of a mediation statement, or mediation attendance constitutes agreement to these terms and to the terms of the confirmation email and the *Mediation Details* document incorporated therein.