

## **AHLA** Dispute Resolution Service

### **Terms and Conditions of Service**

**Accuracy:** I believe all the information on my neutral profile and resume is accurate. If I become aware of any inaccuracies, or the information becomes outdated, I will update my profile and resume promptly and inform the parties about these additions or revisions.

**Status:** I understand that I am an independent contractor, not an employee, and that I am under no obligation to accept any appointments offered to me. I will abide by all AHLA Dispute Resolution Service rules, policies, and ethics codes. I understand that the AHLA Dispute Resolution Service has sole and final say over which roster members to recommend to the parties for any given matter. I acknowledge the right of the AHLA Dispute Resolution Service to take any actions it deems necessary to preserve the fairness and integrity of the processes it administers, including removing and replacing a neutral on a pending matter.

**Relationship with Parties:** I will not establish or attempt to establish a direct relationship with the parties through a retainer agreement, my own list of terms and conditions, or any other means. I will not attempt to impose any duties or obligations on the parties beyond those permitted by the AHLA Dispute Resolution Service. I understand that this document is the exclusive service arrangement; I will not invoice the parties or otherwise demand or accept funds directly from a party or party representative for services rendered through the AHLA Dispute Resolution Service.

**Rates:** I understand that I may advertise any hourly or daily rate and may amend my advertised rate at any time. However, I may not charge the parties to a particular case more than the rate set forth in my profile as of the date on which the Administrator proposes me as a candidate for this case.<sup>1</sup>

**Deposits:** I understand that, upon accepting an appointment, I should promptly estimate and recommend to the Administrator an amount to collect from the parties for an initial deposit. I understand that I may monitor deposits and invoices through the Electronic Case Management System ("ECM") and agree to do so. I will request the Administrator to collect additional funds whenever the amount on deposit becomes insufficient to cover anticipated fees and expenses. I understand that I may request an unlimited number of deposits. I understand the Administrator reviews all deposit requests and determines the appropriate amounts to collect from the parties for initial and subsequent deposits to cover anticipated

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<sup>1</sup> For example, if the Administrator proposes you as a candidate for *Smith v. Jones* on May 1, and the rate listed in your profile on May 1 is \$300 per hour, you may charge Smith and Jones no more than \$300 per hour for the duration of *Smith v. Jones*. However, you may raise your rate to \$325 per hour for future cases.

fees and expenses.

**Invoices:** I understand that I may report billable time and expenses as frequently as I wish either by entering them directly into the ECM or by sending AHLA an invoice. AHLA will process payments weekly. I understand that I may not invoice the parties or accept funds directly from them.

**Administrative Fee:** I acknowledge that AHLA will retain 18% of the amount reported and collected for billable time to cover administrative expenses.<sup>2</sup> I understand that this fee will be deducted from my hourly or daily rate, and that I may not charge for it separately, claim it as an allowable expense, or in any other way seek reimbursement for this fee. I will be reimbursed 100% for allowable expenses such as travel costs or conference call fees. I understand that AHLA does not reimburse neutrals for indirect expenses such as office overhead or advertising.

**Assumption of Risk:** I understand that AHLA strongly discourages me from performing services or incurring expenses if the funds on deposit are insufficient to cover anticipated costs. I understand that if I report billable time or expenses, and insufficient funds are on deposit to pay these costs, AHLA will make reasonable efforts to collect the amount due from the parties; however, I assume the risk that AHLA will be unable to collect all or part of the reported amount. Under no circumstances will AHLA compensate a neutral from its own funds or permit a neutral to invoice a party or party representative or demand or accept funds directly from a party or party representative.

The payee for my work as a neutral should be:

me or

\_\_\_\_\_

Payments for my work as a neutral should be mailed to the following address:

Name	
Address	
City, State, and Zip Code	

and should include reference number: \_\_\_\_\_

<sup>2</sup> The fee is the same regardless of the number of neutrals appointed (e.g., a panel of three arbitrators or co-mediators). However, if a neutral charges a reduced rate for travel time, AHLA will reduce its administrative fee proportionately. So if a neutral charges two-thirds of her normal hourly rate for travel, AHLA will retain an administrative fee of 12%; if a neutral charges 50%, AHLA will halve its administrative fee to 9%.

I have read and understood this compensation policy, and I accept its terms.

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Neutral