_____ COURT, COUNTY OF_____ 3rd JUDICIAL DISTRICT

NEUTRAL FEE AGREEMENT

Directions: This Agreement is to be completed and signed by the parties prior to the start of the ADR process. The Neutral shall provide the parties with a copy of the signed Neutral Fee Agreement.

1. As noted in the Order of Reference,_____(hereinafter, the "Neutral") must not charge for preparation time leading up to the initial ADR session and must provide the first ninety (90) minutes of ADR for free. The Neutral may start billing for additional ADR sessions should the parties choose to continue past the initial free 90-minute session as set forth in paragraph 5 below.

2. The parties agree that all ADR session(s) will be charged at the rate set forth in paragraph 5 below.

3. The individuals signing below represent that they have full authority to bind the parties herein.

4. Should any party subpoena or otherwise require the Mediator to appear in any proceedings or require the production of the Mediator's records, then such party shall fully indemnify and hold the Mediator harmless from any costs (including but not limited to attorneys' fees) in connection with the Mediator's enforcement of this clause, whether or not the Mediator prevails. If the Mediator appears, produces documents, testifies, or is on call to testify, then the Party who has subpoenaed or called the Mediator shall be responsible to pay the expenses of the Mediator, and the usual hourly rate of the Mediator. If any non-party is given notice of this provision, then such non-party shall be bound hereby; and shall be responsible for all the costs, fees, expenses and hourly compensation set forth herein, in addition to the Parties.

5. Compensable ADR period will begin on:_____AM/PM

   Neutral Hourly Rate is: _____/hour (cannot exceed $350.00/hr.)

   Name of Case/Index #: _____

   Neutral: _____

Plaintiff(s)	Defendant(s)
_____	_____
_____	_____
_____	_____
Plaintiff(s) Counsel	Defendant(s) Counsel
_____	_____
_____	_____