



Alternative Fee Arrangement Agreement

This Alternative Fee Arrangement (AFA) Agreement is based on the AFA Case Information Sheet submitted by the undersigned parties. We understand that if there is a material increase in what is reasonably anticipated based on the AFA Case Information Sheet, such as an increase in hearing days or significant increase in arbitrator involvement in the pre-hearing or post-hearing phases, the arbitrator may advise the American Arbitration Association (AAA) of a request to bill additional fee(s), which will be communicated to the parties. Additional fees, if agreed to, will be based on the arbitrator's rate as reflected on their AAA resume at the time of appointment unless otherwise agreed to by the parties and the arbitrator.

The Fees outlined in this Agreement cover all arbitrator compensation, and the arbitrator agrees, unless there is a material increase from the AFA Case Information Sheet, not to bill separately for travel time, study time, cancellation fees, post award activity or any other fees relating to this matter. Total Fees do not include reasonable travel-related expenses incurred by the Arbitrator.

- I. If the parties have selected the **FIXED FEE OPTION**, set forth your fixed fee below per phase of case:

Pre-Hearing Phase (covers all time from arbitrator's appointment until the day before evidentiary hearings commence):

\$ _____

Hearing Phase (covers all time from first day of evidentiary hearings through last day of hearings):

\$ _____

Post-Hearing Phase (covers all time after the last day of evidentiary hearings):

\$ _____

<OR>

- II. If the parties have selected the **CAPPED FEE OPTION**, set forth your fee cap below:

My fees will be CAPPED at: \$ _____



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The undersigned agrees that they have fully read this agreement, that the Claimant(s) and Respondent(s) are solely responsible for the fees herein, and that they accept the agreement in its entirety.

Date: __

Arbitrator:

Print Name:

Signature:

Claimant:

Print Name:

Signature:

Respondent:

Print Name:

Signature: