



THE BAR ASSOCIATION OF  
SAN FRANCISCO

# BAY AREA ARBITRATION SERVICES PROGRAM OF THE BAR ASSOCIATION OF SAN FRANCISCO

## PROCEDURES

June, 2024

The Bay Area Arbitration Services Program of The Bar Association of San Francisco is a referral service for arbitration of disputes that arise between parties.

### 1. CASE ASSIGNMENT

The Bay Area Arbitration Services Program of The Bar Association of San Francisco will refer cases to an arbitrator only with the consent of all sides or a Court Order.

### 2. FEES AND COSTS

#### A. Arbitrator Fees

1. Each arbitrator provides the first three hours of service per case at no charge. This typically consists of the first hour of preparation time and the first two hours of arbitration session time, pre-hearing meetings, or other relevant allocation.
2. Almost all arbitrations take longer than these initial three hours; parties should be prepared to cover additional arbitration fees, which are paid directly to the arbitrator. The hourly fee paid beyond the first three hours is set by each arbitrator, and the hourly rate will be provided to parties at the time of assignment.
3. The arbitrator selected and the parties shall determine the method of payment for the arbitration, how the fees are to be divided (usually they are divided equally between/among the parties), possible cancellation fees, etc.
4. Arrangements for payment of arbitration fees are made directly with the arbitrator and such arrangements may include an advanced deposit to cover a few hours of arbitration beyond the initial two-hour session, which is refundable for what time is not used.

#### B. BASF Administrative Fee

1. There is an administrative fee of \$295 per party to use an arbitrator selected through the program, payable to Bay Area Arbitration Services Program/BASF, 50 Fremont Street, 17<sup>th</sup> Floor, San Francisco, CA 94105. For purposes of calculating the fee, spouses or a Company and its Principals, Officers, Directors or indemnified employees shall be considered one party, **if** they are on the same side of the dispute. If the dispute is between spouses or between principals, employees, etc. of a company, then each is considered to be a separate party. All others are also considered separate parties.

2. The fee offsets the administrative costs of the program and is not contingent upon outcomes.
3. A request for a waiver of the administrative fee based on financial hardship may be submitted in writing, using the Waiver Application form that is available upon request.
4. If written notice is provided to withdraw a matter after all parties have consented but prior to arbitrator assignment, one half the administrative fee shall be refunded.
5. If the matter is withdrawn after arbitrator assignment, the fee is non-refundable.
6. If the file is closed due to the other party(ies) not consenting to participate, the initiating party(ies), upon written request, will receive a full refund of the administrative fee, minus \$45/party service charge.
7. Failure to pay the fee will result in the arbitration file being closed.

### **3. ARBITRATOR SELECTION AND SCHEDULING THE ARBITRATION SESSION**

- A. The process of arbitrator selection shall begin only after all parties have signed the BASF Consent Form and the appropriate administrative fees have been paid.
- B. BASF will request a conflict check and assign an arbitrator specializing in the appropriate area of law, and will provide a biography and hourly rate of the assigned arbitrator. If the arbitrator is unacceptable to a party, another will be assigned until one is found that is agreeable to all parties.
- C. After assignment, the arbitrator shall schedule an arbitration session date with the parties directly, and send a copy of the notice confirming date, time and location to all parties and to BASF. If a date is continued, all parties and BASF must be notified. Some arbitrators might request written statements prior to the arbitration; each arbitrator will inform the parties of the requirements and desired formats for pre-arbitration statements.
- D. Should a party fail to appear, the arbitrator shall have the option of rescheduling or terminating the arbitration. The arbitrator shall notify BASF in writing of the failure to appear and the action taken.
- E. In the event the parties resolve the dispute ahead of the scheduled arbitration, the arbitrator shall notify BASF that the matter was resolved and the arbitration is canceled.

### **4. REPORTING**

**The arbitrator and the parties:** An Arbitration Summary Report will be given to the arbitrator and upon completion of the arbitration session(s) the report is to be submitted to BASF. The Arbitration Summary Report shall not require disclosure of any confidential information regarding the arbitration and will be used only for statistical and case status purposes.

## **Bay Area Arbitration Services Program of The Bar Association of San Francisco**

50 Fremont Street, 17<sup>th</sup> Floor, San Francisco, CA 94105

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[www.sfbar.org/arbitration](http://www.sfbar.org/arbitration)