



**Mediation Agreement**  
**ADR Systems File # xxxxxxxxxx**  
**Insurance Claim # xxxxxxxxxx**

**I. Parties**

- A. xxxxxxxxxxxxxxxx
- B. xxxxxxxxxxxxxxxx

**II. Date, Time and Location of the Mediation**

Date: xxxxxxxxxxxxxxxx  
Time: xxxxxxxxxxxxxxxx  
Location: xxxxxxxxxxxxxxxx

**III. Rules Governing the Mediation**

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for non-binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems"). The Parties further agree that xxxxxxxxxxxxxxxx shall serve as the mediator in this matter (the "Mediator").

**A. Confidentiality Agreement**

1. Mediation is a facilitated negotiation. All offers, promises, conduct and statements, whether oral or written, made in the course of the Mediation, including those made in pre-Mediation and post-Mediation submissions to the Mediator (collectively, "Mediation Communication") by any Party, witness and/or the Mediator,
  - a. shall be considered confidential and privileged settlement communications that may only be disclosed to persons associated with the Parties;
  - b. shall be deemed inadmissible and may not be used for any purpose, in any arbitration, judicial, administrative or regulatory proceeding ("Other Proceedings"); and
  - c. may not be disclosed to non-participants in the Mediation (including any arbitrator, hearing officer or court).
2. The Parties shall not subpoena or otherwise seek to compel any of the participants, including any Party, the Mediator, ADR Systems employee, or any other person who participated in the Mediation, to testify about, respond to any request to admit, or respond to any discovery request regarding any Mediation Communication or any other aspect of the Mediation.

3. The Mediator will be disqualified as a witness, consultant or expert, for any Party in connection with any matter relating whatsoever to this dispute or the Mediation. The Mediator will treat any Mediation Communication as confidential and will refrain from disclosing any Mediation Communication except to the Parties.

**B. Effect of a Settlement Agreement**

1. Notwithstanding anything to the contrary in this Agreement, an executed written settlement agreement shall be considered binding upon the Parties and may be enforced by any Party to the settlement agreement, and provided further that information disclosed to or known by a Party through a source other than the Mediation, or that is otherwise discoverable or admissible, shall not be rendered confidential, privileged, inadmissible, or not discoverable solely as a result of its use in the Mediation.

**C. Pre-Mediation Submission**

1. The Parties agree that a submission of each Party's understanding of the facts and theory of liability and damages ("Submissions") presented to the Mediator prior to the Mediation would facilitate the Mediator's ability to conduct a more expeditious and effective Mediation.
2. The Submission should be delivered to the Mediator and may be exchanged between the Parties not less than **xx (xxxxxxxx)** days prior to the Mediation. If a Party deems a Submission to be confidential and to be read by the Mediator only, that Party must indicate as such in the Submission. The Submission may include the following (to the extent applicable):
  - a. Statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred;
  - b. Theory of liability and damages and authorities in support thereof;
  - c. Summary of opinion witnesses (including "expert witnesses") and non-opinion fact witnesses;
  - d. Status of the case, and if in suit, expected trial date;
  - e. Last demand and offer, if any;
  - f. Photographs;
  - g. Police reports; and
  - h. Any other document not specifically referenced by any of the foregoing provisions that would assist the Mediator in understanding any claim and / or defense.

3. Each Party submitting a Submission must deliver it to the Mediator and/or all other Parties no later than **xxxxxxxxxx** at each of the following addresses:

If emailing submissions, please send them to [submissions@adrsystems.com](mailto:submissions@adrsystems.com), however, please do not send anything over 50 pages, including exhibits.

**XXXXXXXXXX**  
**XXXXXXXXXX**  
**XXXXXXXXXX**

**XXXXXXXXXX**  
**XXXXXXXXXX**  
**XXXXXXXXXX**

4. The submission is considered delivered as of the date that one of the following events occur:
  - a. If mailed, by the date of the postmark;
  - b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and
  - c. The date transmitted by facsimile or email.

#### IV. Mediation Participation

The Parties understand that the Mediator prefers client(s) participate in person at the mediation. If this is not possible, opposing counsel shall be notified before the 14 day notice of cancellation and it will be presumed that the Parties have discussed this matter prior to consenting to the mediation. If a Party will not participate in person at the mediation, a representative with authority shall be in attendance. Opposing counsel shall also notify ADR Systems no less than two weeks prior to the mediation whether special equipment is required for remote participation.

#### V. Mediation Costs

##### A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Mediation session time is billed at a four hour minimum. **The required deposit amount is \$xxxxx per Party and is due by xxxxxxxx.** Any unused portion of the deposit will be refunded based on the four hour session time minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.

2. For sessions requiring multiple, consecutive days, Parties must reserve and submit a deposit to cover all days. Any unused days will be billed at the four hour minimum, unless the Mediator's time can be rescheduled. Example: if a session is scheduled for two consecutive days, and it concludes on day one, Parties are still responsible for the four hour minimum charge for day two, unless the Mediator's time can be rescheduled. For matters requiring multiple sessions, an additional administration fee will be assessed.
3. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
4. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
5. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally between the parties unless ADR Systems is instructed otherwise.
6. ADR Systems requires **xx-day notice in writing or via electronic transmission** of cancellation or continuance. For Mediations **cancelled or continued** within xx days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, review time, and any other expenses incurred. If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

<b>Administrative Fee</b>	<b>\$xxx.xx</b> per Party (Non-refundable)
<b>Mediator's Review Time</b>	<b>\$xxx.xx</b> per hour, split equally between Parties
<b>Session Time</b>	<b>\$xxx.xx</b> per hour, split equally between Parties
<b>Mediator's Follow Up Time (if any)</b>	<b>\$xxx.xx</b> per hour, split equally between Parties
<b>Mediator's Travel Time (if any)</b>	<b>\$xxx.xx</b> per hour, split equally between Parties

#### B. Responsibility for Payment

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.

2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.
3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.

**C. Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the changes **MUST** be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended Agreement made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

**VI. Acknowledgment of Agreement**

- A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.**
- B. Each Party is responsible for only his/her own signature where indicated, and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.**

By: \_\_\_\_\_  
 xxxxxxxxxxxxxxxxxxxxxxxx Date

By: \_\_\_\_\_  
 xxxxxxxxxxxxxxxxxxxxxxxx Date

By: \_\_\_\_\_  
 xxxxxxxxxxxxxxxxxxxxxxxx Date

By: \_\_\_\_\_  
 xxxxxxxxxxxxxxxxxxxxxxxx Date



By: \_\_\_\_\_ Date \_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_ Date \_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX

Date of Hearing: XXXXXXXXXXXXXXXXXXXX  
ADR Systems File # XXXXXXXXXXXXXXXXXXXX  
Insurance Claim # XXXXXXXXXXXXXXXXXXXX  
ADR Systems Tax I.D. # XXXXXXXXXXXXXXXXXXXX

SAMPLE