



**Commercial Mediation Agreement
ADR Systems File # XXXXXX**

I. Parties

- A. xxxxxxxxx**
- B. xxxxxxxxx**

II. Reference

xxxxxxx

III. Date, Time and Location of the Mediation

Date: xxxxxxxx
Time: xxxxxxxx
Location: xxxxxxxx

IV. Rules Governing the Mediation

Each party ("Party") to this agreement ("Agreement") has agreed to submit the above commercial dispute for Mediation to ADR Systems of America, LLC ("ADR Systems"). The Mediation will proceed with the provisions of this Agreement and the laws of the State of Illinois, including but not limited to the Uniform Mediation Act (710 ILCS 35/1, et seq.) to the extent they are not modified by the provisions of this Agreement. The Parties agree that xxxxxxxxxx ("Mediator") shall serve as the sole Mediator in this matter.

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. 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.

C. Written Submissions

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 **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.
3. Each Party submitting a Submission must deliver it to the Mediator and if agreed to opposing party(s) no later than **xxxxxxxx** at each of the following addresses:

XXXXXXXX
XXXXXXXX
XXXXXXXXXXXXXXXX

XXXXXXXX
XXXXXXXX
XXXXXXXXXXXXXXXX

4. Written submissions are considered delivered as of the date that one of the following occurs:
 - a. If delivered by a courier or messenger, the date the item is received by the courier or messenger; or
 - b. If faxed or emailed, the date faxed or emailed. Submissions totaling 50 pages or less (including exhibits) may be submitted via email to sblake@adrsystems.com.

D. 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.

V. 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 xx 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.

VI. Costs of Hearing

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"). The required deposit amount is **\$xxxxxxx** per party and is due by **xxxxxxx**. Session time is billed at an eight hour minimum. Any unused portion of the deposit will be refunded based on an eight hour session minimum.
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 eight hour minimum, unless the Mediator's time can be rescheduled. Example: if a session is scheduled for two consecutive days, and it settles on day one, parties are still responsible for the eight hour minimum charge for day two, unless the Mediator's time can be rescheduled. For matters requiring multiple sessions, an additional administrative 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 three weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties three 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 of cancellation or continuance. For time cancelled or continued within xx days of a session, the Party causing the cancellation or continuance will be billed for the Mediation Costs of all the Parties involved, including the eight hour per day minimum and any review time used. If the cancellation is by agreement of all parties, or if the case has settled, the cancellation fee will be split equally among all parties, unless ADR Systems is instructed otherwise. The minimum fee may be waived if the Mediator's time can be rescheduled for another matter.

Administrative Fee	\$xxx.xx per Party (Non-refundable)
Mediator's Review Time	\$xxx.xx /hour split equally among Parties
Mediation Session Time	\$xxx.xx /hour split equally among Parties
Mediator's Follow-up Time	\$xxx.xx /hour split equally among Parties
Mediator's Travel Time (if any)	\$xxx.xx /hour split equally among Parties

B. Responsibility for Payment

1. Each Party and their 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 other charges associated with the Mediation, will also 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 the 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 fees shall be made within 15 days of invoice.

VII. 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: _____
xxxxxxxxxxxxx Date

By: _____
xxxxxxxxxxxxx Date

By: _____
xxxxxxxxxxxxx Date

By: _____
xxxxxxxxxxxxx Date

Dates of Hearing: xxxxxxxxxx
ADR Systems File # xxxxxxxxxx
ADR Systems Tax I.D. # xxxxxxxxxx