



## Mediation/Arbitration Agreement

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We, the undersigned parties, are presently involved in a dispute with one another, and request that \_\_\_\_\_, with Crossroads Resolution Group LLC assist us in mediating our dispute.

We have received and read the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation (*ICC Rules*), which are incorporated into this Agreement by reference and which we agree to follow. In particular, subject to the more detailed provisions of the *ICC Rules*, we acknowledge and agree that:

1. \_\_\_\_\_ will serve as our mediator.
2. The mediator will attempt to assist us in reaching a voluntary settlement of this dispute through mediation. If we are unable to agree on a settlement, the mediator may, at his discretion, issue an advisory opinion, which shall not be legally binding or admissible for any purpose in any subsequent legal proceeding.
3. We understand that we may quit the mediation process at any time.
4. In the event we do not successfully reach agreement during the mediation, we agree that this matter will proceed to Arbitration on any unresolved issues from the Issues Statement and any additional issues added during the mediation by agreement of the parties. Transition to Arbitration shall occur according to Rule 24 of the *ICC Rules*. Pursuant to the *ICC Rules*, the Arbitration shall render a legally binding ruling on the identified issues. (Rule 40E).
5. In the event this matter proceeds to Arbitration, the parties agree the arbitrator shall be: (check the one which applies)
  - The existing and agreed mediator will transition to the arbitrator, with the understanding that all information received during the mediation process will be deemed admissible information to be considered by the arbitrator along with all additional information presented and accepted during the arbitration. (Rule 24D)
  - A new panel of one or more arbitrators, as mutually selected by the parties or according to Rule 10 if agreement is not reached.
6. We understand that the mediator, even though he is a licensed

attorney(s), will not provide any of us with the kind of legal advice or representation we would receive from a privately retained attorney. Furthermore, he will not be expected to provide any of us with the kind of advice or services that we would receive from an independent professional.

7. We agree to protect the confidentiality of this process and will not discuss these matters with people who do not have a necessary interest in them. Furthermore, we agree to treat all dealings with the mediator in regard to this dispute as settlement negotiations, and we agree that all communications, written or oral, with the mediator, and all communications, written or oral, between the parties during the mediation process shall be inadmissible in a court of law or for legal discovery.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.
9. We agree to compensate the mediator by paying an initial administrative fee of \$1250.00, which is paid upon opening the case and shall not be refundable.
10. We agree to pay the mediator for his services as the rate of \$1,500 per day (\$900 per ½ day), plus all expenses ( travel, lodging, meals, resources) at cost.
11. The mediator will meet with us, in person or by phone, for individual conflict coaching interviews, prior to our joint mediation meeting. The conflict coaching interview and joint mediation time will be billed on a per diem basis at the rate above.
12. It is estimated that \_\_days will be allocated for preparation and individual pre-mediation coaching interview, and \_\_ day for mediation. We will allocate \_\_ hours to a pre-scheduling phone conference with all parties to set dates and determine the preparation necessary to facilitate the mediation, and individual information gathering phone conferences with the mediator, along with assignment of preparation by the parties. \_\_ hours will be allocated for final preparation and in-person coaching interviews with each party, separately, the day preceding the mediation. \_\_ day will be allocated to the mediation. If a second day of mediation is required it will be determined during the mediation day and scheduled to occur the day immediately following the mediation day, as the same per diem rate.

We agree to pay a retainer equal to \$\_\_\_\_\_ for the \_\_ days of preparation, pre-mediation meetings, and mediation as set forth above, plus estimated expenses of \$\_\_\_\_\_ to be paid not less than

30 days prior to the scheduled mediation. Any unused fees or expenses will be refunded to the parties. Any additional time will be paid by agreement, at the rates set forth above.

13. Arbitration fees will be charged at \$1,750 per day (\$1,050 per ½ day) plus all expenses (travel, lodging, meals, resources) at cost. Arbitrator will charge for pre-hearing conferences, preparation and document review, hearing time, and deliberation and ruling preparation.
14. An estimate of the amount of time anticipated for arbitration, plus expenses, will be determined upon conclusion of the mediation and provided to the parties. A retainer equal to the estimate will be due and payable 30 days in advance of the commencement of the arbitration.
15. Travel time in excess of 3 hours will be charged at the rate of \$75 per hour.
16. One or all parties may pay the retainer as they agree.

We further agree that any dispute with the mediator arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the ICC *Rules*. We agree that the conciliator must be a Certified Christian Conciliator, and mutually agreed upon by all parties. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.

\_\_\_\_\_

\_\_\_\_\_ Dated

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\_\_\_\_\_ Dated

\_\_\_\_\_  
Crossroads Resolution Group LLC  
By: David D Schlachter

\_\_\_\_\_ Dated