



Mediation/Arbitration Agreement

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](#) (*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 *Rules*, we acknowledge and agree that:

1. This dispute arises out of the rights and responsibilities of the respective parties as set forth in the Issue Statement, which will be finalized and agreed to by the parties subsequent to this agreement and before the commencement of the mediation.
2. We agree that _____ will serve as our mediator.
3. The mediator will attempt to assist us in reaching a voluntary settlement of this dispute, both relationally and substantively, 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, and the substantive issues will proceed to arbitration under the *Rules*.
4. We understand that we may quit the mediation process at any time. In the event a party withdraws, the other party may proceed to binding arbitration pursuant to Rule 38 of *Rules*.
5. In the event we do not successfully reach an 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 *Rules*. Pursuant to the *Rules*, the Arbitration shall render a legally binding ruling on the identified issues (Rule 40E).

6. In the event this matter proceeds to Arbitration, the parties agree that the arbitrator shall be: (check the one which applies)
- The existing and agreed mediator(s) will transition as arbitrator(s), with the understanding that all information received during the mediation process will be deemed admissible information to be considered by the arbitrator(s) along with all additional information presented and accepted during the arbitration. (Rule 24D) _____(initials)
 - A new panel of one or more arbitrators, as mutually selected by the parties or according to Rule 10, if agreement is not reached. _____(initials)
7. We understand that the mediator, even though he may be a licensed attorney, 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.
8. 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 written or oral communications with the mediator, and all written or oral communications between the parties during the mediation process, shall be inadmissible in a court of law or for legal discovery.
9. Mediation fees will be charged at \$225 per hour, or \$1,250 per diem, plus all expenses (travel, lodging, meals, resources) at cost. The mediator will charge for pre-mediation and hearing conferences and preparation. Arbitration fees and costs will be provided along with an estimate of the required time and cost once it is determined that the matter will proceed to Arbitration. Arbitrator's time will be charged at \$225 per hour or \$1,250, plus all expenses at cost. The arbitrator will charge for pre-arbitration and hearing conferences, as well as for preparation and document review, hearing time, deliberation, and ruling preparation.
10. An estimate of the amount of time anticipated for mediation and arbitration, plus expenses, is as follows:
- a. Case Administration - \$1,250
 - b. Initial interviews, preparation assignments, preparation, coaching calls with the mediator - \$225/hour - 1__hours - \$_____
 - c. 1 day of mediation - \$_____
 - d. Mediator's estimated expenses - \$_____

e. Total - \$ _____

A retainer equal to the estimate will be due and payable in advance of the commencement of the mediation. Any additional time will be paid by agreement, at the rates set forth above.

11. 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.

We further agree that any dispute with the mediator/arbitrator(s) arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *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

Dated

Crossroads Resolution Group LLC

By: David D Schlachter

Dated
