



Mediation 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* 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. We understand that the mediator, even though he is 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.
5. 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.
6. 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.
7. We agree to compensate the mediator by paying an initial administrative fee of \$1,250, which is paid upon opening the case and shall not be refundable.

8. We agree to pay the mediator for his services as the rate of \$1,500 per day (\$900 per ½ day) plus expenses for travel, lodging, meals, and resources at cost.
9. 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.
10. The mediator will provide us with an estimate of time for the conflict coaching interviews and mediation, and provide the same to us. It is estimated that ____ day will be allocated for preparation and individual pre-mediation coaching interview, and ____ day for mediation. We agree to pay a retainer equal to \$_____ for the ____ days of preparation, pre-mediation meetings, and mediation as set forth above, to be paid not less the 14 days prior to the scheduled mediation. Any unused fees will be refunded to the parties. Any additional time will be paid by agreement, at the rate of \$_____ per _____.
11. Travel time in excess of 3 hours will be billed at \$75 per hour.
12. One or both 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

Dated

Crossroads Resolution Group LLC
By: David D Schlachter