



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 parties may proceed to binding arbitration pursuant to Rule 38 of *Rules*.
5. 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 *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 the arbitrator shall be: (check the one which applies)
 - The existing and agreed mediator(s) will transition to the

CROSSROADS RESOLUTION GROUP

PH: 503-764-9254 - www.crossroadsresolution.com

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 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.
9. Mediation fees will be charged at \$_____ per hour, or \$_____ per diem, plus all expenses (travel, lodging, meals, resources) at cost. 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 time will be charge at \$____ per hour or \$_____, plus all expenses at cost. Arbitrator will charge for pre-arbitration and hearing conferences, preparation and document review, hearing time, and 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 - \$1,500
 - b. Initial interviews, preparation assignments, preparation coaching calls with the mediator - \$____/hour - __hours - \$_____.
 - c. 1 day of mediation - \$_____

- d. Mediator 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.

CRG Accountability and Conflict Resolution

Crossroads Resolution Group, LLC and its conciliators desire and agree to discuss any complaint or concern a party may have with the services provided under this agreement. Crossroads Resolution Group, LLC and its conciliators are [Certified Relational Wisdom Relational Conciliators](#). This certification is conferred by [Relational Wisdom 360](#). Pursuant to such certification, CRG and its conciliators have agreed to adhere to the [Standards of Conduct for Christian Conciliators](#).

CRG and its conciliators have placed themselves under the accountability of Relational Wisdom 360. As part of such accountability, if a party cannot successfully resolve its concerns directly with CRG and its conciliators, the party may submit a written grievance against CRG or its conciliators with [Relational Wisdom 360](#).

The parties also agree that in the event any claim is asserted under this agreement related to the services provided by CRG, such claim will be resolved by mediation or arbitration conducted pursuant to the [Rules of Procedure for Christian Conciliation](#), with mediators or arbitrators who are certified as Christian conciliators, selected by the parties by mutual agreement or selected by [Relational Wisdom 360](#).

The parties understand that these methods shall be the sole remedy, except for the accountability provisions stated above, for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

Crossroads Resolution Group LLC
By: David D Schlachter

Dated
