



MEDIATION SOLUTIONS, INC

305.371.9120 | msolinc.net

Please make checks payable to:

Mediation Solutions, Inc

P.O. Box 1986, Miami, FL 33233

Office: (305) 371-9120

[SAMPLE] MEDIATION MEMORANDUM AND AGREEMENT

DATE:

TO: Counsel of record

RE:

MEDIATION:

PRE-PAYMENT: \$.00 PER PARTY/COUNSEL.**
BALANCES WILL BE INVOICED SEPARATELY - SEE BELOW.

MSI FILE NO.: 10700- (TAX I.D. #65-0754553)

The parties and counsel agree to the following:

1. There is a _ hour minimum, pre-payment fee per party/counsel (includes communication w/ counsel/preparation/mediator’s report). Time is billed at the rate of \$.00/hour/party/counsel, unless the Mediator is advised otherwise, or the number of parties participating in mediation changes.

*** Pre-payment amount(s) are estimates only, may be subject to change, and are due 3 days before, or on, the scheduled mediation session date(s).***

–PURSUANT TO THE NOTICE OF MEDIATION, incorporated herein, AND THIS MEDIATION MEMORANDUM AND AGREEMENT, EACH PARTY AND ITS COUNSEL AGREE TO BE JOINTLY AND SEVERALLY RESPONSIBLE FOR PAYMENT OF MEDIATION FEES.

–FEES ARE DUE PRIOR TO/ON/AFTER THE SCHEDULED MEDIATION DATE.

–MEDIATION PREPARATION/CONTINUING NEGOTIATION TIME BILLED SEPARATELY. -- AUTHORIZED ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN BY COUNSEL AND EACH PARTY SHALL BE DEEMED CONCLUSIVE, ABSENT OBJECTION.



2. Written notice of any change/cancellation of a confirmed mediation date **MUST** be given at least **THREE (3) BUSINESS DAYS** in advance. In Court Ordered Mediation, the cancellation MUST be with consent of ALL parties/counsel. **Failure to timely change/cancel a confirmed mediation date may result in a portion of the minimum fee being due, unless otherwise agreed/ordered.**

DO NOT ASSUME that the Mediator has been notified of a change/cancellation. Instead, please call/e-mail such notification.

3. **BRIEF** Case summaries shall be provided to the mediator at least five (5) days prior to the Mediation, via e-mail.
4. The Mediator is disclosing that he may have had, or does have, other, unrelated alternative dispute resolution matters with all/some/none of the parties and/or counsel herein and will recuse himself upon request should any party/counsel request same. If applicable, specific disclosures are available upon request of any party/counsel.
5. Pursuant to this MEDIATION MEMORANDUM AND AGREEMENT, the parties/counsel agree that all matters contained herein and those matters discussed by and between the parties/counsel as part of this Mediation will remain confidential pursuant to Florida Rules for Mediation, Rule 10.260, and/or other applicable rules governing mediation.
6. LawPay is available for payment of mediation fees. Contact awindham@msolinc.net for details.

NOTE: As applicable, and unless otherwise stipulated by the parties, FLA.R.CIV.P. 1.720, as amended, REQUIRES EACH PARTY FILE WITH THE COURT A "CERTIFICATE OF AUTHORITY" 10 days prior to the mediation conference. Pursuant to the Committee Notes, "Nothing in this rule shall be deemed to impose a duty or obligation on the mediator selected by the parties or appointed by the court to ensure compliance.