



AGREEMENT TO MEDIATE

Case Caption: _____

The parties agree to attempt to settle the issues between them as simply and sensibly as possible. They are willing to make a good-faith effort to reach agreement through mediation and retain STRATA CONDOMINIUM DISPUTE RESOLUTION, LLC (STRATA) to provide professional mediation services to assist them.

Mediator: The parties agree that _____ will serve as a neutral mediator (hereinafter the "mediator"). The mediation has been scheduled for 10 am on _____, _____, 20____, at _____ or via remote videoconference.

Fees: The fee for services will be charged at \$_____ per hour, per party. This includes, but is not limited to, time spent by the mediator in preparation and review of documentation, in mediation sessions, on conference call with the parties or counsel, in drafting of the agreement/award, and on any necessary follow-up work after and/or between sessions, if applicable. The fee for the mediator's travel time, if applicable, will be charged at \$100 per hour, per party. The parties agree to pay the initial 5 (half-day) or 10 (full day) hour deposit fee and a non-refundable administrative fee of \$250 per party at the time the matter is assigned for mediation. Late submission of documents and/or initial fees may result in a postponement or cancellation of the scheduled mediation date. Any additional fees and expenses of the mediator will be paid at the time services are rendered. If a party is represented by counsel, payment of STRATA's fees is the responsibility of counsel for that party.

The mediation shall be in accordance with the Mediation Guidelines attached hereto and made a part hereof.

Executed under seal this _____ day of _____, 20____.

Plaintiff(s):

Counsel:

Counsel:

Defendant(s):

Counsel:

Counsel:

STRATA DISPUTE RESOLUTION, LLC

STRATA Coordinator:

Mediator: