



ADR Services International, Inc.
An Alternative Dispute Resolution Company

May 21, 1999

Plaintiff v. Defendant

vs.

To Conference Participants:

This letter confirms the appointment of **Jerry Hall**, who has been assigned to your case. Attached you will find our fee schedule, agreement calendar for date selection and our policy and procedures.

Based on the court requirements we have a limited amount of time to finalize the details for your mediation conference. Please strike all days on calendar that you are not available to schedule the mediation and FAX the calendar to our office at (832) 378-4400 within 24 hours of your receipt. In addition, please execute the agreement to mediate and mail original to our office address:

A.D.R. Services International, Inc.
15222 Mill Pond Road
Tavares, FL 32778

We will be finalizing the schedule for your mediation conference, and we will notify you of dates, time, and location. Please be sure to read all ADRSI policies, procedures, and fee schedules.

It is particularly important that you are aware that if we do not receive your agreement and payment by 48 hours prior to the scheduled conference the mediation conference will be automatically canceled.

Sincerely,

Jerry Hall

AGREEMENT TO MEDIATE

We, the undersigned, do hereby consent and agree to mediate certain issues which are set out in this agreement, and we further agree to the appointment of **Jerry Hall** to serve as the Mediator. Therefore, in consideration of our willingness to mediate, we fully understand and agree to abide by the following Rules of Mediation and conditions associated with the mediation process:

RULES OF MEDIATION

1. Mediation is a private, confidential, and privileged bargaining process, which encourages the participants, hereinafter referred to as "Parties," to freely engage in dialogue with one another in a spirit of cordiality, consideration, and cooperation toward one another and toward the Mediator.
2. Mediation is a process under which an impartial person, the Mediator, facilitates communication between the parties to promote reconciliation, settlement, or an understanding among themselves.
3. Whenever the parties have agreed to mediation, they shall be deemed to have made these rules, as amended and in effect as of the date of the submission of the dispute for mediation, a part of their agreement to mediate. The parties understand fully that mediation is a process of bargaining, and no individual is expected to obtain all that he or he/she desires because the concept of mediation and the definition of bargaining, requires that each party be willing to "give up" some claims or expectations in exchange for obtaining other benefits given up by the other party. By our signatures we agree to this process and shall endeavor to bargain in good faith. Further, although we are not officially under oath, by our signatures, we state that we shall always bargain honestly and with integrity.
4. The Mediator will only serve in her capacity as Mediator by agreement of all the parties.
5. The Mediator does not have the authority to decide any issue for the parties but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties achieve settlement. If necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.

6. The Mediator will have full authority to conduct the mediation and to set any parameters as necessary in order to maintain and promote proper decorum during the mediation process. Further, the Mediator may determine in the interest of fostering agreement and settlement, find it necessary due to the number of outstanding issues still to be resolved by the parties and/or due to a limited amount time for the initial mediation session, may recommend to the parties that additional time is necessary in order to achieve settlement, and therefore, he/she may by agreement of the parties reschedule the continuation of the mediation for a future session date(s). The parties agree that the Mediator alone shall declare recess, and/or impasse, and each party agrees that he/she shall not leave or threaten to leave the mediation without good faith discussions of alternatives and options prior to such decision.
7. While no one is asked to commit to settle their dispute in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle, if possible.
8. The parties understand that the Mediator will not and cannot impose a settlement in their dispute and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort and opportunity to facilitate the negotiations of the parties. The Mediator does not warrant or represent that settlement will result from the mediation process.
9. A representative of a party must have the authority to settle and all people necessary to the decision to settle shall be present during the mediation. The names and addresses of such people shall be communicated in writing to all parties and to the Mediator.
10. The Mediator shall fix the time of each mediation session. Mediation shall be held at a previously agreed location, or at any location agreeable to the Mediator and the parties, as the Mediator shall determine.
11. Prior to the first scheduled mediation session, each party shall provide the Mediator and all attorneys representing any parties, with an information sheet and/or other documents setting forth any additional issues that need to be resolved aside from those which are set forth below. At or before the first mediation session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issues presented. The Mediator may require any party to supplement such information.
12. The mediation sessions are strictly private. The parties and their representatives may attend mediation sessions. Other people may attend only with the permission of the parties and with the consent of the Mediator.

13. Confidential information disclosed to the Mediator by the parties or by witnesses during the mediation shall not be divulged by the Mediator. All records, reports or other documents received by the Mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in an adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorneys' fees, incurred in opposing the efforts to compel testimony or records from the Mediator.
14. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceeding: (1) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; (2) admissions made by another party in the course of the mediation proceedings; (3) proposals made or views expressed by the Mediator; or (4) the fact that another party had or had indicated willingness to accept for settlement made by the Mediator.
15. There shall be no stenographic record of the mediation process and no person shall tape record or videotape any portion of the mediation session(s).
16. No subpoenas, summons, complaints, citations, petitions, writs, orders or other process shall be served upon any person at or near the site of any mediation session upon any person entering, attending or leaving the session(s).
17. The mediation shall be terminated: (1) by the execution of a settlement agreement by the parties; (2) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or (3) after completion of one full mediation session, by written declaration of a party or parties to the effect that the mediation proceedings are terminated.
18. The Mediator is not a necessary or proper party in judicial proceedings relating to the mediation.
19. Neither the Mediator or any law firm employing the Mediator shall be liable to any party for any act or omission in connection with any mediation conducted.
20. The parties agree to indemnify and hold harmless the Mediator from any and all liability and any possible actions associated with or relating to the mediation process and/or the parties' dispute.
21. During the course of the mediation process other collateral or corollary issues aside from those which are set forth below may be brought up by a party or parties. In such event, the Mediator shall determine if the additional issues are important enough to include in the mediation, and if so, the parties shall abide by the Mediators decision.
22. If for any reason a party or parties have to leave a mediation session, the parties will agree on whether or not to adjourn the mediation session and reschedule the mediation for another agreed date.

23. The Mediator shall interpret and apply these rules.
24. Each party or their respective representatives shall be afforded by all other parties the opportunity to speak and set forth their position regarding the dispute in question in an uninterrupted fashion, and this shall be enforced by the Mediator.
25. The Mediator's daily fee shall be agreed upon prior to the mediation and shall be paid in advance of each mediation session day. The expenses of witnesses for any party shall be paid by the party producing such witnesses. All other expenses of the mediation, including fees and expenses of the Mediator, and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the parties unless they agree otherwise.
26. The parties agree that the Mediator may report to the Court the resolution of the mediation whenever it is finally concluded. The parties also understand and agree that this Mediation session may require additional sessions, and that other Alternative Dispute Resolution Processes may be required to settle the issues. The parties agree to be open to exploring other processes if needed for settlement. The parties shall cooperate in finding mutually acceptable dates to reconvene in an effort to find a resolution, and except for attorney's fees which shall be borne by each party, the parties agree to share any expenses incurred equally.
27. Each party by his or her signature agrees that he/she shall pay any outstanding bills within 5 days of receipt and remit said funds by cashiers check or money order made payable to A.D.R. Services International, Inc. and the same shall be delivered to A.D.R. Services International, Inc., 15222 Mill Pond Road, Tavares, Florida 32778 on or before 5th day at 5:00 P.M.

ISSUES TO BE MEDIATED

The following issues have been provided to the Mediator as those issues which shall be mediated by the parties:

1. _____
2. _____

In consideration of the foregoing, all parties do here by agree to the Rules of Mediation and to the Issues which have seen set forth to be mediated, and in evidence of this Agreement to Mediate, do hereby execute this Agreement to Mediate, by affixing your respective signatures as proof thereof as set forth below.

Date: _____	Date: _____	Date: _____
Date: _____	Date: _____	Date: _____
Date: _____	Date: _____	Date: _____
Date: _____	Date: _____	Date: _____
Date: _____	Date: _____	Date: _____
Date: _____	Date: _____	Date: _____
Date: _____	Date: _____	Date: _____
Date: _____	Date: _____	Date: _____



ADR Services International, Inc.

Alternative Dispute Resolution Company

To Conference Participants:

What is Mediation: Mediation is a bargaining process. The definition of bargaining as it relates to mediation simply means that each party will be expected to give up something of value (presumably of less value to that party) in order to gain something of value (presumably of greater value to that party) in an effort to mutually resolve the issues. Your agreement to submit to mediation with **ADRSI** shall be evidence that you and your client agree to submit to this bargaining process, and that you and your client agree to bargain and negotiate in good faith.

Mediation Conference

This confirmation acknowledges the receipt of an Order of Referral for Mediation, appointing **Jerry Hall**, as the mediator in the above referenced matter in which you are scheduled to participate.

All parties are requested to be present at the conference location at least one hour before the mediation is to begin.

- A. **Date and Time:** **ADRSI** will be scheduling your mediation conference on receipt of you availability.
- B. **Authority to Settle.** Your agreement to participate evidences your agreement to have a representative present at the conference with full authority to negotiate, confirm, compromise and settle the entire controversy at the full amount, if adequate evidence is presented, or to dismiss the case without further cost to any participant if adequate evidence is presented.
- C. **Written Position Statement Submitted Prior to Mediation.** At least two days prior to your scheduled mediation, each party (counsel) should prepare and send directly to the mediator, a pre-hearing position statement setting forth your client's position in this case. While the mediator intends to keep your correspondence confidential, please **DO NOT WRITE ANYTHING INTENDED TO REMAIN CONFIDENTIAL**. It is our policy to encourage all parties to refrain from any written confidential material so as to eliminate any inadvertent disclosure. This statement should contain a client's position and a brief argument on applicable law and should specifically address:

- The basis of all claims and/or defenses;
- The nature and amount of the damages or other relief being sought;
- The liens or claims being asserted by third parties;
- The amount of available insurance coverage;
- The status of prior settlement negotiations;

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- The names of the attorneys, corporate officers, insurance representatives or other persons who will attend the hearing on behalf of your client; and
- And any other relevant information.

Please attach any pertinent pleadings, documents or excerpts from depositions that may assist the mediator; however, please be advised that you may be charged additional fees for required reading by the mediator in regards to the documents you present other than the position statement you provide. The written position statement drafted for the Mediator must be 5 pages or less than 5 double spaced pages to avoid additional charges. The documents will be intended to be retained as private materials. These position statements will not be disseminated to the opposing counsel.

D. Review our Rules. Enclosed is a copy of **ADRSI** Rules of Mediation Conferences and Procedures for the Mediation. You must review these rules before the mediation session.

E. Fees. You must select one of the options, otherwise it is understood a full-day fee will be charged. On the agreement of all representatives, the mediation conference may be scheduled under the **ADRSI** brief format program, full day, or special pricing on agreement by the parties. **Please see our fee schedule. As an example: for 2 parties** requesting the brief format, each party pays \$350.00, for 3 or more parties each party pays \$300. **When two parties select the brief format, accordingly, each paying** representative is being invoiced a flat fee of \$350.00, as each parties' pro-rata share of the mediation costs. Pursuant to the enclosed hearing services fee information, any additional time required under this brief format will be billed at \$120 per hour per party. Some or all of the fees for this hearing are not refundable if the conference is rescheduled or canceled after 48 hours prior to the Mediation Conference. You must review the enclosed cancellation and continuance Policy to understand how it applies to a party who requests a cancellation or continuance of this matter. **Only Cashier's Checks or Money Orders.** Please remember that we only accept cashier's checks or money orders. In the event that you submit a company check other than a cashier's check or money order without prior notification to ADR Services, your check will have to be returned and your mediation will be canceled. Also, please reference your checks payable to **ADRSI** with the identifier number captioned above and submit it to our office no later than two business days prior to the mediation before 5:00 p.m., to prevent the scheduled mediation from being canceled automatically. For your records, the **ADRSI** Federal Tax Identification Number is 76-0390335.

F. Initiating your next mediation. Parties to a dispute may voluntarily initiate a mediation process either before or after a suit is filed. If a suit is pending, any party, or the court on its own motion, may initiate an order that the dispute be referred to **ADRSI** for mediation. On receipt of the parties' voluntary agreement, or a copy of a court's order of referral, the **ADRSI** administrator will promptly consult with the parties' counsel to make arrangements regarding: (1) whether the parties prefer the appointment process or the selection/elimination process for neutral **ADRSI** mediator candidate who will conduct the proceeding; (2) the payment of costs of the proceeding; and (3) the scheduling of a date, time, and place for the conduct of the

proceeding. If the parties are unable to agree on any of such matters, the disputed issues will be submitted to **ADRSI** for resolution.

G. Pre-Mediation Procedures. The parties may request, or the mediator may require, a pre-mediation conference with counsel to discuss: (1) the need for additional discovery; (2) the central issues in dispute, and (3) the appropriate persons with settlement authority and who should attend the mediation. Before the mediation, the mediator requires that counsel submit a 5 page (or less) pre-conference position statement, contains a brief argument on applicable law and specifically address:

- The basis of all claims and/or defenses;
- The nature and amount of the damages or other relief being sought;
- The liens or claims being asserted by third parties;
- The amount of available insurance coverage;
- The status of prior settlement negotiations;
- The names of the attorneys, corporate officers, insurance representatives or other persons who will attend the hearing on behalf of your client; and
- Any other relevant information.

I. Continuances. Any postponement of a scheduled mediation is strongly discouraged. If all parties agree to a continuance, **ADRSI** will endeavor to reschedule the mediation, subject to compliance with **ADRSI**'s written continuance and cancellation policies.

J. The Mediation Conference:

1. **Location:** the Mediator will conduct the mediation conference at the location the mediator selects. Each party will receive directions to the location from the Mediator, and each party is encouraged to verify directions and the exact location 48 hours prior to the conference.
2. **Attendance of Parties and Representatives:** Each party must appear in person with counsel, and if a party is a corporate entity, must be represented by an individual with decision making authority who is authorized to engage in good faith negotiations, on behalf of the represented party. On five business day's notice to the other party, any party may bring such additional persons to the hearing as are needed to contribute information or participate with the party in the settlement negotiations, unless written objections are served on the other party and **ADRSI** at least 48 hours prior to the scheduled mediation. Furthermore, an **ADRSI** mediator may invite another **ADRSI** mediator or panelist assistant to observe and/or participate in the process unless objection is made to **ADRSI** prior to 48 hours prior to the scheduled Mediation (conference).
3. **Representation by Counsel: Disclosure.** The conference will proceed only if all parties (other than corporate entities) are represented by counsel. At least 48 hours prior to the scheduled mediation, the **ADRSI** mediator will disclose to the parties

and their counsel any known reason for disqualification or other circumstance likely to create the appearance of conflict partiality, or bias.

4. **Conduct of the Mediation.** The mediator will establish the procedural format of the conference to assure that all parties have the opportunity to hear each party's presentations without hindrance or unnecessary interruptions. The mediator may conduct joint meetings and/or separate private caucuses with the parties as may be appropriate in the particular case. All parties and their representatives shall participate in the proceedings in good faith and with the intention of resolving the dispute.
5. **Conclusion of Mediation and further communications.** The parties and their representatives will remain in attendance at the mediation conference until such time as an agreement is reached or the **ADRSI** mediator decides that further negotiation efforts will not be productive. If the parties reach a settlement, their agreement will be reduced to writing before the mediation is concluded. If the mediation conference is concluded without a resolution of the dispute, the parties will be encouraged to continue their settlement negotiations.
6. **Privacy.** Under these rules, a mediation will be considered a compromise negotiation and/or settlement discussions as those terms are used in federal and state rules of evidence. Unless the parties and the mediator otherwise agree, there shall be no stenographic, visual or audio record made of the proceedings. No service of any subpoena, process, summons, complaint, citation or writ will be made or attempted on any person at or near the site of the mediation or who may be entering, attending or leading the session. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any party, his/her agents, employees, representatives, or other invitee, or by the mediator, constitute privileged communications, and will be deemed confidential and protected under the provisions of the Texas Alternative Dispute Resolution Procedures Act (Tex. Prac. & Rem. Code Ann., Sec. 154.073). Subject to the rules that evidence otherwise discoverable cannot be insulated from discovery by disclosure in a mediation, all such conduct, statements, promises, offers, views and opinions, whether oral or written, will not be discoverable or admissible for any purposes, including impeachment in any litigation or other proceedings involving the parties, and the same shall not be disclosed to anyone including a referring court. Your agreement to use **ADRSI** and your signature to participate in these procedures, indicates your agreement and shall be binding on your client that you and/or your client shall not disclose to anyone any of the information discussed in the mediation to anyone, including the referring court. The mediator shall never be subpoenaed or called as a witness by any party to such a proceeding.
7. **Subsequent Disputes to be Resolved.** If a dispute later arises in regard to the interpretation, implementation or enforcement or the settlement, the parties agree to submit the dispute to the **ADRSI** mediator for further settlement assistance.

8. **Mediator Not Liable.** The mediator shall not be liable to any party for any act or omission in connection with a mediation conducted under these rules, and the parties agree to indemnify the mediator and hold him/her harmless from any and all claims, demands and causes of action resulting from or arising out of the mediation proceeding.

9. **Confidential Critique.** In an effort to best serve your needs, we require that you and your client complete a brief critique of the Mediation process and return it to our office within 5 days of your completed conference. The critiques may be tabulated and/or used for advertising purposes.

ADR Services International, Inc., Fee Information

The agreement for services is between **ADRSI** and the attorney or other representative of the parties. Fees for the scheduled conference and the preparation time are due and payable no later than 48 hours prior to the scheduled mediation, or the mediation automatically cancels and the parties will each be assessed a fee of \$50.00. If you contact us prior to the 48 hour deadline, to cancel or reset, each party will only be charged \$20.00 each; however, in the event that either you or opposing counsel fail to contact us to cancel the mediation prior to the 48 hour period, each party will be charged the \$50.00 scheduling fee, so please keep us informed of your scheduling so we can notify the mediator and he or he/she can be available for other work.

ADR Services International, Inc., Flat Rate Program

Half-Day Mediation

Number of Parties	Fee Per Party	Total Fee All Parties
1-2	\$350	\$700
3+	\$300	\$900+
	\$300 for each party over 3	

Note: Brief format mediations are generally best for disputes with no more than 3 parties and involving less than \$100,000.00 in controversy. These proceedings will customarily be scheduled for 9:00 a.m., or 1:30 p.m.. The cost includes all administrative and filing fees for the mediation, case coordination service is required, and up to three hours of conference time. Lunch is not provided or included. Any time in excess of the three hours will be billed to the clients at the hourly fee of the mediator which is not less than \$120.00 per hour per party.* (Certain mediators have higher hourly fees.)

2 Parties	\$125-\$200 per party per hour
3 Parties	\$105-\$140 per party per hour
4 Parties	\$ 90-\$120 per party per hour

ADR Services International, Inc., Flat Rate Program

Full-Day Mediation

Number of Parties	Fee Per Party	Total Fee All Parties
2	\$600	\$1,200
3	\$600	\$1,800
4+	\$500	\$2,000+
	\$500 for each party over 4	

Note: Full-day mediation conferences will be scheduled to begin at 8:30 a.m. or 9:00 a.m. The mediator will continue to work with the parties as may be required to achieve settlement or until the parties and the mediator agree that no further progress is likely; there will no added charge for conference time during that session. The cost of a full-day mediation includes all items listed under the half-day mediation program. Lunch is not included.

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Expedited Arbitration Program

Number of Parties	Fee Per Party	Total Fees Both Parties
2	\$300	\$600

Note: Expedited arbitration is available for two-party disputes with a value of less than \$100,00.00. The cost of the arbitration includes up to two hours of hearing time, review by the arbitrator of a brief pre-hearing position statement from each party and preparation of a one-page reasoned award. Any additional preparation, reading, or research time will be billed pro-rata to the parties at prevailing rates. The standard **ADRSI** cancellation and continuance policy applies to these flat fee programs. This policy is described in detail on the back of this Fee Information sheet. Please read it carefully.

Note: Please review the Fee information for Flat Rate programs, including the Brief Format Mediation. Full-Day Mediation. and Expedited Arbitration.

General Fee Schedule

This fee schedule is applicable to matters not meeting the criteria of the **ADRSI** Flat Rate Programs, or for selected Mediators who do not participate in the Flat Rate Programs. **Administrative Fee:** \$100.00 per party. This fee is for setting up and maintaining the case file; scheduling conference time and billing. Note: when a case is set, administrative fee is deemed to be earned and is non-refundable in the event of cancellation or continuance.

Special Litigation and/or a Particular Mediator: Certain professional and/or attorney mediators may have a fee schedule different than noted herein; however, because of their skill, expertise and/or experience they may be available in our data base. In the event that you request and/or agree on a Mediator with a higher fee schedule, or for cases involving 5 or more parties, or for particularly complex or significant matters, or for cases requiring an unusual degree of skill or responsibility, fees may vary from the above schedule. Such fees may be established on a per diem basis, or a flat rate for the matter.

Reading and Research Time: \$100.00 per hour. This fee applies to additional reading and/or preparation time. This fee is applied to additional reading and preparation time requested by one or more parties, and it will be allocated amount the parties based on their prior agreement, or absent agreement, on a pro-rata basis. This is no charge for the basic conference preparation time by the mediator, including conducting a pre-conference telephonic conference with counsel and reading a pre-conference position statement of 2-4 double spaced pages by each party.

Travel Expenses: When a panel member is required to travel outside his or her home office area to conduct an **ADRSI** procedure, travel time and all expenses incident to the travel, including transportation, lodging, meals, and incidentals will be billed to the parties on a pro-rata basis. Rates for travel time vary according to a neutral. Please consult your **ADRSI** representative regarding estimated charges for travel time.

Cancellation & Continuance Policy: When a case is set, **ADRSI** makes the commitment to the parties that the requested mediator will be available for a confirmed date and time. IF a case is thereafter canceled or continued without adequate opportunity to schedule the mediator's time with

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another matter, the result is lost income to the mediator. We recognize, however, that situations arise which call for cancellation or continuance of a conference after it has been set. To allow the maximum fairness to both our mediators and clients, we have adopted the following policies, and we urge all parties to keep them in mind when scheduling matters with **ADRSI**:

When a conference is confirmed, a Continuance Fee will be charged to a party who requests that the conference be continued or rescheduled to a later date. For cases on which **ADRSI** standard Fees have been billed, the Continuance Fee will be \$100.00; for cases on which **ADRSI** Flat Rate Fees have been billed, the Continuance Fee will be \$50.00.

If a case is canceled or continued within ten (10) business days of a scheduled conference date, a sum equal to 50% of all originally scheduled conference fees for the matter shall be due from the party requesting the cancellation or continuance, and payable to **ADRSI** no later than 10 business days following the cancellation or continuance. A Continuance Fee will not be charged.

If a case is canceled or continued within three (3) business days of the scheduled conference date, all originally scheduled conference fees for the matter shall be due from the party requesting the cancellation or continuance, and all such fees are due and payable to **ADRSI** no later than ten (10) business days following the cancellation or continuance. A Continuance Fee will not be charged.

ADRSI and the mediators appreciate your consideration in affording the highest possible priority to your cases set with **ADRSI** and providing the greatest possible notice when conflicts or preparation involving issues require rescheduling. Thank-you for the opportunity of serving your ADR needs. We look forward to working with you in the future.

Page 2 of 2

Comments: _____

9. Would you use this procedure again? YES NO

If no, why not: _____

10. How would you rate the **ADRSI** facilities?

EXCELLENT GOOD FAIR POOR

11. How did you hear about the Mediation Program? _____

12. Was the **ADRSI** responsive when you called?

VERY RESPONSIVE SOMEWHAT RESPONSIVE
 NOT RESPONSIVE

13. What could **ADRSI** do to make it easier for you or others to use the mediation process in the future?

Mediator's Agreement

As participants in the **ADRSI** Mediation Program, we agree to have **Jerry Hall** as mediator of the claim of _____ v. _____. We further agree to pay within ten (10) days after the mediation selection and prior to the said mediation, his/her hourly rate and expenses for mediation services as required by the Program or as we otherwise agree. If the case is settled before the mediation hearing, or the hearing is canceled by anyone other than the mediator, **ADRSI** shall return paid funds immediately.

The parties hereto agree that neither **ADRSI**, the **ADRSI** Mediation Center, nor the mediator shall be liable to any party for any negligence, act or omission in connection with the processing, administration or hearing of any mediation conducted under this Program.

The parties agree that the mediator is an independent contractor not employed by either **ADRSI** or **ADRSI** Mediation Center. The mediator will serve as a neutral party in the proceeding to assist the parties, if possible, in arriving at an amicable settlement of their differences. The mediator will not render any decision. The compensation of the mediator is not related to the success of the mediation hearing.

The parties further agree not to subpoena or otherwise to require the mediator to testify or to produce records, notes or work product in any future proceedings.

Dated this _____ day of _____ 19 _____

Plaintiff

Defendant

Mediator