

**MEDIATION ENGAGEMENT, CONFIRMATION AND DISCLOSURE AGREEMENT**

**vs.**  
CASE NO.:

This Agreement will confirm that a mediation conference in the above case has been scheduled for \_\_\_\_\_, \_\_\_\_\_, 2011, at \_\_\_\_\_ a.m./p.m.

**The conference will be held at SANTOS & LYNOTT, 1509 W. Swann Avenue, Suite 240A, Tampa, 33606.** The Mediator will be F. Robert Santos, Esquire, Certified Mediator. The engagement for mediation services is with the understanding that this Agreement will control and govern the terms and conditions of the Mediation.

**SCHEDULE**

**Mediations are reserved/scheduled in 4 hour slots for morning or afternoon sessions. If you wish to reserve more than 4 hours or all day please let us know and confirm it in any Notice or other written confirmation of the mediation. Otherwise, we assume only 4 hours is reserved.** This will help avoid scheduling conflicts.

**FEES**

Mediation time will be charged at the rate of \$300.00 per hour for two party mediations and \$125.00 per hour, per party for multi-party mediations. The mediator is entitled to compensation for all time spent on the case including but not limited to preparation time, telephone conferences, attendance at the mediation conference, follow-up, collection efforts including but not limited to attorney fees and costs, preparation of the parties' agreement and the Mediation Report to the Court. Travel time is billed at one half (1/2) or \$150.00 per hour.

Please note that these fees include reasonable and necessary expenses incurred by the mediator such as clerical, local telephone, local fax charges, postage costs, etc., but we reserve the right to charge for extraordinary expenses.

There is a two and one half (2 1/2) hour minimum charge for all mediations unless agreed to by the mediator. Also, unless otherwise agreed by the parties, the participating parties shall divide mediation fees equally.

If a full day is reserved, there will be a six (6) hour minimum charge.

**CANCELLATION POLICY**

The mediator in this case has been engaged to conduct this mediation. As such, we are accepting this engagement to the exclusion of scheduling other work for the day and the time which has been reserved. Due to the difficulty of scheduling a new case when there is a cancellation, the time and expenses already incurred in scheduling and preparing of the cancelled conference, and the positive effect a scheduled conference can have in settlement negotiations, the following policies have been adopted:

In the event this mediation is cancelled within 48 hours of the scheduled conference, there will be a 2 1/2 hour minimum charge divided by all parties. Unless the parties in the case agree on who should pay the cancellation

fee, all parties, through their attorneys, if any, shall be financially responsible for their share. All cancellations should be done so in writing with the agreement of all parties and counsel, if any.

#### PAYMENT

Payment must be received by this office for mediation fees within ten (10) days of the mediation date. The attorneys representing parties in this case are responsible to insure that the mediator is paid in a timely fashion. The payment of mediation fees is not conditional upon receipt of settlement funds.

#### CONTROLLING LAW

The parties hereby stipulate the mediation shall be governed as if it were court ordered and pursuant to Fla. Stat. §44.102 *et seq*, and F.R.C.P. 1.700 *et seq* as well as any administrative orders in effect from the date the mediator was selected. In Federal Court cases, the Local Rules 9.01 – 9.07 of the United States District Court for the Middle District of Florida shall apply.

The parties and counsel also hereby agree that all matters raised in mediation shall remain privileged and confidential unless waived by all parties and the mediator. Also, the parties and counsel further stipulate the mediator shall be immune from testimony, deposition and liability, including all forms of negligence, whether a Court ordered or voluntary mediation.

**UNLESS THIS OFFICE IS NOTIFIED IN WRITING OBJECTING TO ANY FOREGOING TERMS, CONDITIONS OR POLICIES, THEY SHALL BE ACCEPTED BY ALL COUNSEL AND THE PARTIES BOUND HERETO. UPON ENGAGEMENT OF THE MEDIATOR AND COMMENCEMENT OF THE MEDIATION PROCESS, ALL PARTIES AND COUNSEL AGREE TO THE AFOREMENTIONED TERMS AND CONDITIONS.**

IN THE CIRCUIT COURT OF THE \_\_\_\_\_ JUDICIAL CIRCUIT  
IN AND FOR \_\_\_\_\_ COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

,

**Plaintiff,**

vs.

**CASE NO.:**

**DIVISION:**

,

**Defendants.**

\_\_\_\_\_ /

**MEDIATION STIPULATION AND AGREEMENT**

The parties below, by and through its undersigned counsel, if any, hereby stipulates that all parties in this case agree to using the following mediator pursuant to the terms, conditions and policies set forth in the Mediation Engagement, Confirmation and Disclosure Agreement:

**NAME: F. Robert Santos, Certified Circuit Court & Federal Mediator, Santos & Lynott**  
**ADDRESS: 1509 W. Swann Avenue, Suite 240-A, Tampa, FL 33606**  
**PHONE: 813-229-1111**  
**FAX: 813-258-1982**

The parties and counsel also hereby stipulate that all matters raised in mediation shall remain privileged and confidential unless waived by all parties and the mediator. Also, the parties and counsel further stipulate the mediator shall be immune from testimony, deposition and liability, including all forms of negligence, whether a Court ordered or voluntary mediation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
, Esquire  
Counsel for Plaintiff

\_\_\_\_\_  
, Esquire  
Counsel for Defendant

\_\_\_\_\_  
, Plaintiff

\_\_\_\_\_  
, Defendant

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