

MEDIATION AGREEMENT (Kansas)

THIS MEDIATION AGREEMENT, ("Agreement") for mediation services is made this ____ day of _____, 2018, by and among the following parties: **MEDIATOR, Mediation+Arbitration, LLC., Robert B. Sullivan, P.O. Box 7231, Overland Park, Kansas 66207 ("Mediator") and the undersigned Parties, individuals, companies, and/or organizations**

In consideration of the mutual promises and agreements contained herein and the payment by the Parties to the Mediator of the mediation fee set forth below, Mediator agrees to use his skill, professional training and general legal and life experiences to assist the Parties in the resolution and/or settlement of the matters at issue between them described below. Mediation service is provided on the following terms:

1. **No Legal Services.** Mediator is an attorney but is not in any way providing any legal service, advice or professional services to the Parties other than his services as a mediator in the matters at issue described in this Agreement. There is no attorney client relationship between Mediator or the Parties under any circumstances.

2. **Mediation Services.** Mediator agrees to spend the time described below in a good faith attempt to assist the Parties to permanently resolve and/or settle the dispute or other claims between them that have been identified below as "The Matters at Issue". Mediator does not guarantee a settlement of the Matters at Issue between the Parties. Any settlement reached between the Parties over the Matters at Issue shall, in order to be binding, be in the form of a written agreement, approved in writing by the attorneys for the Parties and signed by the Parties and witnessed by the Mediator at the close of the Mediation. If Mediator prepares the written settlement agreement, the parties agree to rely on their own individual judgement and/or that of their respective attorneys in making their decision to enter into any binding settlement agreement and the terms thereof. Mediator is not responsible for any claimed defects or omissions in the settlement documents or the failure of any Party to perform any agreement regarding the settlement of the Matters at Issue between the Parties. Mediation negotiations, statements and opinions of the Parties and/or the Mediator are confidential and may not be used in any litigation, civil or criminal proceeding.

3. **Description of the Matters at Issue.** Not later than three (3) business days before the scheduled mediation date, the Parties, either individually or through their attorneys, agree to provide the Mediator with a written statement, not to exceed ten (10) pages, describing the nature and details of the dispute or claim that will be the subject of the Mediator's services. Included in the statement shall be the settlement negotiation history, a brief description of the damages claimed, brief descriptions of the legal theories and/or causes of action relied upon, the identities and opinions of experts, copies of exhibits, the existence and results of any prior mediation and a brief statement of the demands or current positions of the Parties at the beginning of the mediation.

The Mediation Statements shall also identify who will attend and participate in the Mediation.

4. **Controlling Law.** This Agreement is intended to be subject to Kansas law, the Kansas Supreme Court Rules, including but not limited to Rule 901, regarding mediation and may only be enforced or interpreted in the District Court of Johnson County, Kansas at Olathe, Kansas. If the Matters at Issue between the Parties are pending in the United States District Court for the District of Kansas, then Local Rule 16.3 shall control. If any party causes Mediator to be served with a subpoena to testify in a deposition, in any court or administrative or adversarial hearing, such Party will pay for all of the Mediator's expenses and will pay the Mediator's then current hourly rate for any such activity.

5. **No Oral Agreements/Records Retention.** This Agreement contains all of the agreements or understandings between the Parties and the Mediator regarding the Mediation and/or the Mediator's services under all circumstances. Mediation records are maintained for six (6) months after the mediation date and are then destroyed. No original records will be maintained by the Mediator.

6. **Behavior and Conduct of Mediation.** The Parties and their attorneys all agree to make a good faith effort to participate in the Mediation without disruption, confrontational or belligerent behavior. All parties agree to behave in a civil and professional manner. Mediator reserves the right to terminate the Mediation if any Party or their attorney disrupts the proceeding or violates the provisions of this Agreement.

Description of the Matters at Issue between the Parties.

If pre-suit, the following:

If post-filing, the case described as _____ vs. _____, Case #

_____ Court where Pending: _____

Mediation Date: _____ 2018, starting at _____ a.m./p.m., local Central time.

Location: _____

Minimum Mediation Fee: One Thousand Six Hundred Dollars (\$1,600) (based on four hours, including preparation time) at the rate of Four Hundred Dollars per hour. Additional time at Four Hundred Dollars per hour for hours exceeding the minimum time. The session will be deemed to have been extended, unless counsel for one of the

Parties declares that the Mediation is terminated. Mediation time is charged for preparation and the Mediation session itself. Mediator's fee to be divided equally between the Parties unless otherwise agreed in writing. Legal counsel for the parties will be invoiced for the Mediator's fee and expenses, and agree to guarantee payment of all mediation fees and expenses. Mediations cancelled within five days of a reserved session date will be subject to a cancellation fee of Five Hundred Dollars (\$500). Should collection efforts be required, attorneys fees and costs will accrue.

The Parties signatures below, and the signature of counsel, are their acknowledgment that they have read this document, understand it and knowingly and willfully agree to its contents.

Parties: _____

Attorney Acknowledgment

As attorney for a Party to this Agreement to mediate, I acknowledge that I have reviewed this Agreement and discussed the mediation process with my client.

Attorneys: _____

Mediator: _____

Co-Mediator: _____