

MEDIATION CONTRACT

This contract for mediation services is made by and between the following parties: **Mediator**, T.R. Hoefle, Attorney at Law, 7926 E. 171st St., Belton, Cass County, MO, (Mediator) and the undersigned Parties, individuals, companies, organizations (Party#1, #2, etc.). In consideration of the mutual promises and agreements contained herein and the payment by the parties to the Mediator set forth below, Mediator agrees to use his skill, professional training and general legal and life experience 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 contract. There is no attorney client relationship between Mediator or the Parties under any circumstances.
2. **Mediation Service.** 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. Mediator is not responsible for claimed defects 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 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 ten (10) 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 10 pages** describing the nature and details of the dispute or claim that will be the subject of the Mediator's services. Included in that statement will 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 Statement shall also identify who will attend and participate in the Mediation.
4. **Controlling Law.** This contract is intended to be subject to Missouri law including the Missouri Supreme Court Rules, including but not limited to Rule 17, regarding Mediation and may only be enforced or interpreted in the Circuit Court of Cass County, MO. If any Party causes Mediator to be served with a subpoena to testify in any court, 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 contract contains all of the agreements 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 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 disrupts the proceedings or violates the provisions of this contract.

Description of the matters at issue between the Parties:

Cass County Case #

Mediation Date:

Location:

Minimum Mediation Cost: \$400.00 (2 hours based on \$200 per hr). This payment is non-refundable. Additional time at \$200 per hour based on agreement by the Parties and the Mediator to extend the minimum Mediation time. Mediation time is charged for preparation and the Mediation session itself. Mediation fee to be divided equally between the parties unless otherwise agreed to in writing. Mediation Fee due on date of mediation or upon presentment of Statement following mediation.

Parties:

Attorneys:

Atty for Plaintiff

Atty for Defendant