

***Common Ground Mediation
Business Mediation Contract***

Agreement made _____, 201_ by and between:

Mediator: June Adams Johnson
8 Elm Street
Groton, MA 01450
(978) 448 – 3131

Client:

Business Name

Representative

City

State

Zip Code

Home telephone

Work, or if preferred, cell phone number

Email address (please print)

Client:

Business Name

Representative

City

State

Zip Code

Home telephone

Work, or if preferred, cell phone number

Email address (please print)

Clients agree to pay Mediator _____ per hour (or _____ per person per hour if the expense is shared). Mediator time is considered to be the following:

- a. All mediation sessions with the exception of the last one half hour for executing the documents, which is free. Most sessions will be from one to two hours.
- b. Telephone communications with Clients and other professionals.
- c. Review of all documents.
- d. Preparation of documents such as an Agreement.

Payment for session time is expected on a pay-as-you-go basis at the conclusion of a session. Payment for drafting of an Agreement and any other remaining client communications is expected at the last session. Both Clients are each responsible for all costs of mediation. A \$100 cancellation fee is charged for missed appointments, without at least 24 hours notice, unless an emergency

Both Clients represent that they understand the Mediator is not serving as attorney for either of them or both of them. They may, and should, seek advice from such other professionals in law, accounting, counseling, etc., as he or she individually feels the need.

Mediator accepts employment as Mediator of _____
as Clients on the condition that Clients agree to:

- a. Disclose all necessary and relevant information fully and completely.
- b. Participate in a good faith effort to reach a reasonable and fair agreement on the issue(s) of: _____
- c. Maintain the confidentiality of the mediation and not to seek the testimony or records of Mediator in any Court proceeding. Breach of this provision shall obligate the breaching client, to pay all of Mediator's costs including mediator time, attorney's fees or other costs associated thereto.

Mediator shall maintain the confidentiality of the mediation and shall not disclose any information to a third party without prior consent. Such consent is herewith given for Mediator to initiate or respond to contact by the respective party's lawyer or accountant.

File Retention and Destruction: At the conclusion of this matter, we will retain your files for a period of seven years after we close our file. At the expiration of the seven year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

CLIENT

MEDIATOR

CLIENT