



A Subsidiary of the Real Estate Bar Association for Massachusetts

Agreement to Mediate

Case Caption: _____

The parties agree to attempt to settle the issues between them as simply and sensibly as possible. They are willing to make a good-faith effort to reach agreement through mediation and retain REBA/DR, Inc. to provide professional mediation services to assist them. Their dispute concerns:

Mediator: The parties agree that _____ will serve as a neutral Mediator (hereinafter the "Mediator").

Fees: The fees for services will be charged at \$_____ per hour/per party for mediation sessions, which shall include conference calls, Mediator preparation of written documents and memoranda, as well as site-visit time, if applicable. Non-session fees, which may include case preparation, document review, decision/agreement drafting and necessary follow-up services, will be billed at the professional per hour/per party fee stated above. The fee for the Mediator's travel time will be charged at \$_____ per hour/per party, if applicable. The parties agree to pay the initial mediation session fee and a non-refundable administrative fee of \$_____ per party at the time the matter is assigned for mediation. Any additional fees will be paid at the time services are rendered. If a party is represented by counsel, payment of REBA/DR's fees is the responsibility of counsel for that party.

The mediation shall be in accordance with the Mediation Guidelines attached hereto and made a part hereof.

Executed under seal this _____ day of _____, 201_____.

Plaintiff:

Defendants:

Plaintiff's Counsel:

Defendant's Counsel:

REBA Dispute Resolution, Inc.
Coordinator:

REBA Dispute Resolution, Inc.
Mediator: