
SHARI J. ELESSAR, ESQ.

*Florida Supreme Court Certified Mediator - Circuit Civil, County
Florida Supreme Court Qualified Arbitrator*

ShariElessarEsq@gmail.com
www.backontrackmediation.com

AGREEMENT TO MEDIATE

This Agreement to Mediate is made in consideration of the parties' desire to attempt to resolve and reach a resolution regarding the issues in their pending dispute, including any counsel engaged in this process ("Parties", or singular "Party"). The Parties agree to act in good faith to resolve all or a part of these issues. As such the Parties agree as follows:

MEETING INFORMATION / **Zoom Meeting ID: 623 409 5288**

The mediation will be conducted via Zoom, as follows: <https://us02web.zoom.us/j/6234095288>

Please contact me by phone if you experience technical difficulties. You may also enter the zoom meeting by phone only by dialing +1 312 626 6799 (follow prompts), entering the Meeting ID: 623 409 5288, and pressing *6 to UNMUTE when entering the meeting.

If you elect not to consent and stipulate to commercial technology, please contact me so we can arrange a location, and you understand the additional cost/travel obligations. If you do not make such arrangements two weeks prior to the mediation date, you agree to stipulate to mediate via commercial technology. You are aware that you can mediate in person, but by choosing to mediate pursuant to these terms, you waive the right for an in-person mediation, unless you reject these terms, as set forth below.

The Mediation Process

The Parties understand and agree that the mediation process is a voluntary and consensual process and that each Party must agree and participate fully for the process to work.

It is recommended, for more complex mediations, that the parties submit a summary of the issues prior to the scheduled mediation or speak with the mediator prior to the mediation, which shall be governed by mediation confidentiality, and for which there shall be no additional charge. In the alternative, the parties may elect to provide copies of the complaint, answer, and any other pleadings which may be pertinent to the mediation. For simpler mediations, this is not necessary.

The Parties understand and agree that they will meet jointly with the mediator and may also meet separately, or in "caucus" with the mediator. The length of time during which the mediator meets with each Party may vary based upon the circumstances of the case.

At the conclusion of the mediation conference, the mediator will, at your option, assist you to reduce your agreement to writing and ensure that it, or notice of settlement, is filed with the Court and/or confirm that you understand the process for filing the agreement, or notice of settlement, on your own.

The mediator is not serving as your attorney and cannot give you legal advice or direct you regarding your decision to enter into an agreement, or the terms therein, which should be reviewed with counsel. In accordance with the rules governing mediation, and due to the confidentiality requirements of mediation, the Parties agree that a verbal agreement or agreement to agree must be reduced to writing and signed by all necessary parties to the agreement to constitute a settlement agreement.

SHARI J. ELESSAR, ESQ.

*Florida Supreme Court Certified Mediator - Circuit Civil, County
Florida Supreme Court Qualified Arbitrator*

ShariElessarEsq@gmail.com
www.backontrackmediation.com

Confidentiality

The Parties understand that all mediation communications are confidential and cannot be disclosed to anyone other than the mediation participants except as such disclosure may be required or permitted by law. As with any mediation, the mediation may not be recorded, and no outside parties may attend without the consent of all the parties and their counsel.

Fees

Pursuant to Rule 10.380, Florida Rules for Mediation, please be advised that the costs for mediation are as follows:

Virtual Mediation Rates Circuit/Federal: \$380 per hour (\$190 per party per hour) for circuit court and federal cases, *for circuit/federal virtual mediations only.*

Virtual Mediation Rates County: \$180 per hour (\$90 per party per hour) *for county virtual mediation only.*

Live Mediation Rates Circuit/Federal: \$450 per hour (\$225 per party/per hour/circuit or federal) for circuit/federal.

Live Mediation Rates County: \$250 per hour (\$125 per party/per hour) for county, plus travel time, if travel exceeds 2 hours.

You will be invoiced via email, which will include a secure online payment portal, which may be used, or you may mail a check to the address provided with the invoice.

The minimum fee for a mediation scheduled for one hour is one hour. The minimum fee for a mediation scheduled for a full morning or afternoon, or two hours is two hours, and the minimum fee for a mediation scheduled for one day is four hours. Billing is allotted in hourly increments.

Should ALL parties elect to continue the mediation past the time allotted, the additional payment will be net due upon invoice, billed in hourly increments. A payment link, to pay by credit card or a bank transfer will be provided for your convenience via email. You may also pay by check at the address provided in the link.

Should you advise me before the scheduled time that mediation is no longer necessary, there will be no charge, provided notice of cancelation is given in writing more than five (5) business days prior to the mediation. Upon receipt of such notice, any pre-payment will be kept as a credit toward future mediation, or upon written request provided to me within two (2) weeks of cancellation, refunded in full. In the event notice is given in five (5) business days or less, the minimum payment will be due, owing, and non-refundable.

The Parties understand and agree to the fees of mediation as time set forth in the Engagement Letter and agree to timely payment. All fees are net due when invoiced, with a 1.5% interest per month on unpaid invoices after thirty (30) days have elapsed from the invoice date, and the parties agree to be liable for and assume any costs or fees associated with collection.

SHARI J. ELESSAR, ESQ.

*Florida Supreme Court Certified Mediator - Circuit Civil, County
Florida Supreme Court Qualified Arbitrator*

ShariElessarEsq@gmail.com
www.backontrackmediation.com

Limitations

The Parties understand and agree that mediation is an entirely voluntary and consensual process in which the parties maintain their own rights of self-determination in the outcome. As such, a mediator never has the authority to order a Party to do or not do anything, nor will a mediator ever advise a Party on legal matters or how a judge will act in any given circumstance or matter.

THE PARTIES ALSO UNDERSTAND AND AGREE THAT A MEDIATOR WILL NEVER OFFER OR PROVIDE LEGAL ADVICE OR LEGAL REPRESENTATION TO EITHER PARTY IN THE MEDIATION PROCESS, AND THAT THE PARTIES ARE ALWAYS INVITED TO UTILIZE THE SERVICES OF AN ATTORNEY AT ANY POINT IN THE PROCESS INCLUDING WHEN CONSIDERING ENTERING INTO THIS AGREEMENT TO MEDIATE.

The Parties understand and agree that, under Chapter 44 of the Florida Statutes, all mediators possess judicial immunity, are required to conduct mediations confidentially and are not a party to the claim. Should any party attempt to compel such testimony or production, or file a claim against the mediator that is protected by judicial immunity provided by Florida Statutes, such party shall be liable for and shall indemnify the mediator against, any claim, liabilities, costs, or expenses, including reasonable attorney's fees, costs, and/or mediator appearance which the mediator may incur in resisting such compulsion, defending against such claim or appearing at any necessary or compelled proceedings. In the event the mediator is successfully compelled to testify by any party, that party shall pay the mediator their hourly mediation rate as provided under this agreement as costs for the mediator's time.

Private mediations are governed by these terms. Should you request or approve me as your mediator, attend mediation or make a mediation payment then you shall be deemed to accept these terms, provided they have been sent to you or your firm five business days prior to the mediation date, for any mediation conducted with you, or your firm. If these terms are not sent to you, or your firm, within five business days prior to the mediation date, and you decide you do not accept these terms, you may cancel the mediation within 8 hours of mediation, without a minimum payment penalty, and any mediation fees prepaid will be returned to you. If there is a court-ordered referral to mediation with different payment terms or obligations, or cancellation provisions, in which I have been appointed as the mediator by the court, those court-ordered provisions supersede any terms that herein.

Thank you for giving me the opportunity to assist you in resolving this matter.