



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 Dispute Resolution 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 conferences, mediator preparation of written documents and memoranda, as well as travel 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 hourly fee stated. The parties agree to pay the initial mediation conference fee and a non-refundable administrative fee of \$450.00 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'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:

Defendant:

Plaintiff's Counsel:

Defendant's Counsel:

REBA Dispute Resolution, Inc. Coordinator:

REBA Dispute Resolution, Inc. Mediator: