

## **Mediation Contract**

This Agreement confirms that \_\_\_\_\_ (the participant), contracted Ryan S. Breininger, of the law firm of Newcomer, Shaffer, Spangler & Breininger, 117 West Maple Street, Bryan, Ohio 43506, as a mediator.

### *General Terms:*

#### **A. Fees for Services Rendered, Costs Incurred:**

1. The fee to be assessed to participant and charged by the mediator is based on an hourly rate charged for mediation. The hourly fee for his representation is as follows: One Hundred Seventy-five Dollars (\$175.00) per hour;

2. Billable time consists of all time spent on the file in increments of 1/10<sup>th</sup> of an hour. Billable time includes, but is not limited to: drafting of letters, documents, pleadings and responses to same; the making and receiving of any and all telephone calls; review of documents, letters and pleadings and conferences. Rates are subject to change upon prior written notice being given to you.

3. Any amounts and/or figures quoted with regard to time spent and/or costs associated with this mediation are merely estimates and **MAY NOT BE RELIED ON**: No exact amounts can be given as this would be speculative at best. Every matter of mediation is unique unto itself. Fees are based on the amount of time we devote to this matter. It is impossible to accurately determine fees in advance of the mediation due to factors outside my control.

#### **B. Payment of Fees:**

1. After presentation with the invoice to pay mediator's fees and reimbursements and in the event a bill is not fully paid within thirty (30) days of its date, it is within my discretion to charge interest at a rate not to exceed two percent (2%) per month (24% per year) on any unpaid balance. Furthermore, in the event legal proceedings are necessary to effect collection of sums due to the mediator by participant, by signing below participant agrees to be responsible for all costs, pre judgment and post judgment interest as well as reasonable attorney's fees to collect same.

#### **C. Cancellation:**

1. The cooperation of the participant is very important. As such, participant agrees to inform the mediator immediately of any change of address, phone number and other circumstances which may have an effect on the performance of the mediator. Full disclosure of all facts is essential for proper mediation. Additionally, you must promptly complete, where required, execute and return all papers, letters, pleadings, documents, etc. to mediator.

2. The following acts and/or failure to act may, in the discretion of the mediator, may be grounds for the mediator to cancel the mediation. These include but are not limited to: failure to provide vital information to the mediator; failure to promptly respond and act as requested by the mediator; failure to disclose information, if known; the misrepresentation of material facts; failure to make any payment as required by this agreement; and/or conflict of interest.

**D. File Retention:**

1. Newcomer, Shaffer Spangler & Breininger maintains files for all mediation files. These files and the contents therein subject to certain limitations, are the property of the mediator. However, the mediator reserves the right to destroy in an appropriate manner to protect and preserve the mediator-participant confidential relationship.

The execution of this Mediation Agreement signifies your understanding of and consents you to the file retention policy of Newcomer Shaffer Spangler & Breininger.

Engagement of Ryan S. Breininger, Mediator, of Newcomer, Shaffer & Spangler & Breininger, on the above described terms as approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Newcomer, Shaffer, Spangler & Breininger  
By: Ryan S. Breininger, Mediator