SDR
SHERMAN DISPUTE RESOLUTIONS
PROFESSIONAL • NEUTRAL • CONFIDENTIAL

(954) 649-3283
David@ShermanDisputeResolutions.com
Statewide Virtual Mediation / In-Person Available Upon Request
ShermanDisputeResolutions.com

MEDIATION SERVICES AGREEMENT

This Mediation Services Agreement ("Agreement") is made and entered into on this _____ day of _____, 20___, by and between:

Client/Party 1: _____

Address: _____

City, State, ZIP: _____

Phone: _____ **Email:** _____

Client/Party 2: _____

Address: _____

City, State, ZIP: _____

Phone: _____ **Email:** _____

and

Mediator: David Sherman, Florida Supreme Court Certified Mediator

Business Name: Sherman Dispute Resolutions

1. PURPOSE

The purpose of this Agreement is to engage the Mediator to conduct a mediation in accordance with Florida Statutes and the Florida Rules for Certified and Court-Appointed Mediators. The mediation is intended to provide the parties with a structured, informal setting in which to explore possible resolutions to their dispute outside of formal litigation. This Agreement sets forth the terms, conditions, and fees under which the Mediator will provide mediation services to the parties.

2. MEDIATION

The mediation will be conducted in a fair, impartial, and confidential manner. The Mediator is a neutral third party, does not represent either party, and does not provide legal advice. The Mediator will facilitate communication between the parties to assist in reaching a mutually acceptable resolution. At the parties' request, the Mediator may memorialize the settlement terms identified by the parties. The parties remain solely responsible for reviewing the terms, consulting independent counsel, and determining whether any resulting document accurately reflects their agreement and is legally sufficient and enforceable. The Mediator does not guarantee the legal sufficiency, enforceability, or feasibility of any agreement. The parties acknowledge that the Mediator is not acting as legal counsel for either party and does not provide legal, tax, financial, or other professional advice. The Mediator may meet jointly with all parties or hold separate private caucuses with each party as the Mediator deems appropriate to facilitate discussion. Statements made and documents exchanged during a caucus shall remain confidential and will not be disclosed to the other party without express permission. Each party is encouraged to participate in good faith and with the settlement authority necessary to reach a resolution during the mediation session. The Mediator does not have the authority to impose a settlement or compel any party to accept particular terms. Any agreement reached during mediation becomes binding only when reduced to writing and signed by all parties. The mediation may be conducted in person, by telephone, or by videoconference, as agreed upon by the parties and the Mediator.

MEDIATION RATE SCHEDULE

HOURLY RATE

$350 / HOUR

2-Hour Minimum Applies ($700)

COMMON MEDIATION PACKAGES

HALF DAY (Up to 4 Hours)
$1,350 Flat Rate

FULL DAY (Up to 8 Hours)
$2,500 Flat Rate

EXTENDED DAY (Up to 10 Hours)
$3,100 Flat Rate

TRAVEL (If Outside Local Area)
$0.65 per mile round trip
(plus applicable time at hourly rate)

ADMINISTRATIVE / PREPARATION TIME
Billed at $350/hour (when applicable)

CANCELLATION FEE
50% of estimated fee
if cancelled within 48 hours
of scheduled mediation

ACCEPTED PAYMENT METHODS

VENMO

PAYPAL

ZELLE
(954) 649-3283

CHECK payable to:
Sherman Dispute Resolutions
11508 NW 49th Court
Coral Springs, FL 33076

✓ WHY MEDIATE?

- ✓ Save time and legal costs
- ✓ Maintain privacy and control
- ✓ Reach mutually beneficial solutions
- ✓ Court-approved and confidential

This Agreement is for private mediation services.

3. CONFIDENTIALITY

Mediation communications shall be confidential pursuant to Sections 44.401–44.406, Florida Statutes. Exceptions to confidentiality may apply as provided by law. No recording of any mediation session, by any means, shall be made without the express written consent of all parties and the Mediator.

4. VOLUNTARY PARTICIPATION

Participation in mediation is voluntary. Any party may withdraw from mediation at any time.

5. NO ADMISSION

Participation in mediation, and any offers, statements, or proposals made during the mediation, shall not be construed as an admission of liability or wrongdoing by any party.

6. LIMITATION OF LIABILITY

The Mediator's role is limited to facilitating communication between the parties. The Mediator shall not be liable to any party for any acts or omissions in connection with the mediation, except for intentional misconduct.

7. SCHEDULING & CANCELLATION

A minimum of two (2) hours will be billed for any scheduled mediation session. Cancellations made within 48 hours of the scheduled mediation session shall be billed at 50% of the estimated fee. The parties shall be jointly and severally responsible for all fees due under this Agreement, unless otherwise agreed in writing.

8. FEES & PAYMENT

Unless otherwise agreed in writing, fees shall be split equally (50/50) between the parties. Time beyond the applicable package or hourly block will be billed in 15-minute increments at the hourly rate, not to exceed the next applicable package tier. Once a mediation session has begun, package fees are non-refundable.

9. AGREEMENT TO MEDIATE

By signing below, the parties acknowledge that they have read, understand, and agree to the terms of this Agreement, and voluntarily consent to participate in mediation with Sherman Dispute Resolutions.

Client/Party Signature Date	Client/Party Signature Date
David Sherman, Mediator Date	