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Mediation Agreement

State of Alabama

This Mediation Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ (the "Effective Date") by and between the following parties:

_____, a corporation, incorporated under the laws of the state of Alabama, having a primary address at the following:

Email: _____

and _____, a corporation, incorporated under the laws of the state of Alabama, having a primary address at the following:

Email: _____

The Parties may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties have found themselves embroiled in a dispute, the nature of which is as follows (the "Dispute");

WHEREAS, the Dispute has arisen under a contract the Parties signed (the "Contract"), which is attached hereto;

WHEREAS, the Parties wish to resolve the Dispute between them and understand that litigation can be costly and time-consuming;

WHEREAS, the Parties have together decided to appoint a mediator (the "Mediator") to resolve the Dispute through mediation (the "Mediation");

WHEREAS, the Mediator shall be: _____;

WHEREAS, the Mediator agrees to mediate the Parties' Dispute;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - MEDIATION:

The Parties each agree that they are entering into this Mediation Agreement voluntarily. In the Mediation, the Mediator will assist the Parties in reaching a collaborative resolution to their Dispute.

Each Party understands that the Mediator is not able to rule on the Dispute, but rather, is there to help the Parties come to their own agreement. Each Party understands that the Mediator will not be providing any legal advice, and each Party is encouraged to seek their own independent legal counsel throughout the course of the Mediation and after.

The Parties themselves will determine the scope of the Mediation, with assistance from the Mediator.

Article 2 - MEDIATOR:

The Mediator will be responsible for the following in the course of the Mediation:

- a) Ensuring that each Party understands Mediation is a voluntary process;
- b) Remaining impartial to assist the Parties in coming to their own resolution;
- c) Discussing the Mediation with the Parties' individual counsel, if requested to do so;

- d) Conducting caucus meetings with the individual Parties as needed;
- e) Requesting any documentation or memoranda as needed from the Parties; and
- f) Setting a date and time for the Mediation and communicating that date and time to the Parties.

Article 3 - FEES:

The Parties will split the fees of the Mediation equally and each shall be responsible for remitting payment individually.

The Mediator will be responsible for sending an invoice to the Parties prior to the Mediation.

Article 4 -

Article 5 - CONFIDENTIALITY:

The Parties agree that the Mediation will be confidential. All discussions and written memoranda will not be admissible in any court proceeding and the Mediator will not testify. If the Parties sign a conclusory agreement at the end of Mediation, this may be admissible.

EXECUTION:

Name: _____

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date: _____

Name: _____

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date: _____