

AMERICAN DISPUTE RESOLUTION CENTER, INC. RULES OF COMMERCIAL MEDIATION

1. RULES

The Rules set forth herein shall be binding upon the parties to a dispute submitted to mediation before American Dispute Resolution Center, Inc. (hereinafter "ADR Center"), except as the parties may otherwise agree. These Rules may be modified from time to time without notice by ADR Center, however the Rules in effect as of the date of commencement of mediation shall remain in effect as to that mediation, unless the parties agree to adopt the modified Rules.

2. PROCEEDINGS

a. Any party in a dispute may file a written Request for Mediation with ADR Center. The Case Manager will thereupon contact all of the remaining parties and seek their agreement to mediate, unless the parties have already agreed to mediate and have filed a joint submission for mediation. Each party to mediation shall pay a non-refundable filing fee of \$500.00 upon submission. In the event that the parties have already commenced arbitration with ADR Center, the filing fee shall be waived. If the parties do not agree to mediate within fifteen (15) days following the initial request, the Case Manager shall so inform the requesting party, and the file will be closed.

b. The Request for Mediation shall contain a brief summary of the nature of the dispute along with a copy of the mediation provision of the parties' contract or the parties' stipulation to mediate.

c. ADR Center shall endeavor to administer and schedule the mediation session as swiftly as practicable, and the parties agree to exercise good faith in cooperating with and responding to requests from the Case Manager.

d. The Case Manager shall provide the parties with a list of mediators from which to select a mediator, and any mediator that is not acceptable to a party shall be stricken. The parties shall return such listing to the Case Manager within ten (10) business days. The Case Manager shall thereafter select the mediator from the remaining acceptable names. Should the parties be unable to agree upon a mediator, the Case Manager shall appoint a mediator. Should that mediator not be acceptable to the parties, or should that mediator have a conflict of interest or resign, another mediator shall be selected by ADR Center, until an acceptable mediator is identified. Should the parties request a mediation panel comprised of more than one mediator, the additional mediator(s) shall be assigned in the same manner as described above. Should the parties themselves propose a mediator, that mediator shall be appointed so long as he or she is an active member of ADR Center's panel.

e. The parties hereto may be represented by legal counsel or by an authorized representative. Such person shall be identified to the Case Manager and the other party not later than three days prior to the commencement of the initial mediation session.

f. The date and site of the mediation session shall be as the parties agree and as confirmed by the mediator and ADR Center.

g. At least seven days prior to the mediation session, the parties shall deliver to the Case Manager a memorandum setting forth a statement of facts and the issues to be resolved through mediation, which document shall be forwarded to the mediator.

h. No stenographic or taped record shall be made of the mediation proceedings.

i. The mediator shall have full authority to conduct the mediation session as he or she sees fit, to request such documents as he or she believes are necessary in assisting the parties in resolving their dispute, in seeking the assistance of experts, at the parties' joint expense, and in terminating the mediation if he or she believes that any further efforts would be without a reasonable likelihood of success. The mediator shall not impose a decision or settlement on the parties but, rather, will seek to assist the parties in reaching a resolution of their dispute. The entire process shall be confidential in all respects.

j. Requests for discovery shall be resolved by the parties. The mediator may assist in offering a non-binding recommendation to the parties.

k. The mediation process shall be terminated either upon the execution of a settlement agreement by the parties, or by the declaration of the mediator that further efforts at mediation are not worthwhile, or by the declaration by any party that the mediation sessions are terminated.

l. Neither ADR Center, its officers, directors, employees or any mediator is a necessary party in any judicial proceeding, nor shall any such person or entity be liable in any way whatsoever to any party, person or entity for any act or omission arising under or in connection with any mediation conducted under these Rules.

3. FEES AND COSTS

The parties agree to pay those fees and costs established by ADR Center in its Fee Schedule in effect at the time a case is submitted for mediation.

**AMERICAN DISPUTE RESOLUTION CENTER, INC.
MEDIATION FEE SCHEDULE**

1. FILING FEE

Each party agreeing to participate in mediation shall, upon submission of the case, pay a non-refundable filing fee to ADR Center in the amount of \$500.00. All amounts paid as filing fees are nonrefundable.

2. MEDIATOR'S FEE

The mediator's per diem and/or hourly fee is as established by each mediator, and such fees, together with any expenses incurred by the mediator, shall be borne equally by the parties. Mediators are independent contractors, not employed by ADR Center. Any expenses for witnesses or experts shall be borne entirely by the party requiring same, or borne equally if requested by the mediator.

3. MEDIATION SESSION FEE

A mediation session fee shall be assessed in the amount of \$250.00 per party per day if the mediation exceeds one day. There shall be no mediation session fee for the first mediation day.

4. MISCELLANEOUS EXPENSES

Conference rooms are available at such rates as may be established by third parties, off-site. ADR Center reserves the right to charge the parties for overnight mail, and for photocopies, postage, telephone conferencing, and other expenses and disbursements. Any such fees shall be borne equally by the parties.

These Rules are the copyrighted property of American Dispute Resolution Center, Inc. Any unauthorized use or modification of these Rules may violate copyright laws and other applicable laws.