



**CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC**  
**SPECIALIZING IN MEDIATION & ARBITRATION**

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**MED-ARB ADDENDUM**

*The provisions of this addendum shall supercede all applicable provisions of the "Agreement to Mediate".*

1. The Parties shall make every effort to resolve disputed items during the mediation session with the assistance and direction of the Mediator.
2. If the mediation concludes without a total settlement resolution on all disputed items, a Settlement Agreement will be written to reflect the successfully resolved items, and signed by the Parties. The Mediator shall then declare the mediation session closed and shall then commence an arbitration proceeding if the parties had pre-agreed that the Mediator will continue on as the Arbitrator and he/she shall render an arbitration award on all of the unresolved issues carried over from the mediation session. If the Mediator was not pre-agreed to serve as the Arbitrator, the Parties, through unanimous consent, will have the option of requesting that the Mediator continue on as the Arbitrator or another Arbitrator will be appointed by the Construction Dispute Resolution Services, LLC administrator.
3. The Parties acknowledge that if the Mediator serves as both the Mediator and the Arbitrator, the Mediator/Arbitrator will be privy to certain personal, private, and confidential information that is volunteered by the Parties during the mediation session. The Mediators'/Arbitrators' decisions on the unresolved items may be due in part to this information.
4. The disputed items that are settled by the Parties during the mediation are not subject to appeal and may not be contested by either Party. The Arbitrator's award is likewise not subject to appeal and may not be vacated by any court of law.

**ACCEPTANCE**

:		
By:	_____	Date: _____
	Signature	

_____	_____
Print Name	Print Company Name

By:	_____	Date: _____
	Signature	

_____	_____
Print Name	Print Company Name