



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

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**MEDIATOR'S MED-ARB ADDENDUM**

*The provisions of this addendum shall supercede all applicable provisions of the Agreement to Mediate and the Med-Arb Addendum.*

1. The Parties acknowledge that they have made every effort to resolve the disputed items during the mediation session with the assistance and direction of the Mediator.
2. The mediation session has concluded without a total settlement resolution on all disputed items. A Settlement Agreement was written to reflect the successfully resolved items, and signed by the Parties. Although the Parties have previously selected an Arbitrator to handle the unresolved issues at the end of the mediation, the Parties do hereby request that the Mediator be empowered to continue on as the arbitrator as the Parties have full confidence in the Mediator that he/she will issue an award that will be both fair and equitable to the Parties and the arbitration process should be less costly due to the limited discovery that the Mediator/Arbitrator will require to render his/her award.
3. The Parties acknowledge that with the Mediator serving as both the Mediator and the Arbitrator, the Mediator/Arbitrator may have been privy to certain personal, private, and confidential information that was 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 were settled by the Clients during the mediation are not subject to appeal and may not be contested by either Client. The Arbitrator's award will be subject to appeal only as provided in the laws relating to arbitration in the jurisdiction of the arbitration.

**ACCEPTANCE**

CLIENTS:

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Company Name

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Company Name