



RESOLUTION SERVICES

SPECIALIZING IN MEDIATION & ARBITRATION & DISPUTE REVIEW BOARDS

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CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC

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BINDING MEDIATION AGREEMENT

May 1, 2017

1. In lieu of utilizing Binding Arbitration that is specified in the Contract, Agreement, etc. between the Parties, the Parties agree to settle their dispute through Binding Mediation to be conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC, of Santa Fe, New Mexico. The process will begin with standard mediation where the Parties shall make every effort to resolve disputed items with the assistance and direction of the mediator(s).
2. With the agreement of both Parties, the standard mediation process may be bypassed and the Binding Mediation process commenced. If either Party wishes to begin with standard mediation, that process shall be utilized prior to the Binding Mediation process.
3. If the standard mediation efforts conclude without a total settlement resolution on all disputed items, a Mediation Settlement Agreement will be written to reflect any successfully resolved items, and signed by all Parties. The Mediator(s) shall then conduct the binding mediation process to render a binding decision on any of the disputed items that could not be resolved by the clients during the standard mediation. The decision(s) of the mediator(s) shall be written on a new Binding Mediation Settlement Agreement and shall be signed by all Parties. **Both settlement agreements shall be binding on the Parties. If any of the Parties fails or refuses to sign the Binding Mediation Settlement Agreement, that Binding Mediation Settlement Agreement shall be binding on the Parties as a result of signing this Binding Mediation Agreement.**
4. The Parties acknowledge that the Mediator(s) will be privy to certain personal, private, and confidential information that is volunteered by the Parties during the mediation session. The decision(s) of the mediator(s) may be due in part to this information. The Parties agree that the Mediator and CDRS will be afforded the same legal immunity that is afforded to Arbitrators.
5. The Parties realize that the Binding Mediation Process is different than the Binding Arbitration Process. The Parties also realize that the enforcement of the Binding Mediation Settlement Agreement is different than the enforcement of an Arbitration Award.
6. Unless a written agreement specifies the allocation of the filing fees, dispute resolution fees and related costs, the Parties shall share the cost of the mediation and binding mediation process equally although personal attorneys and witnesses or professional experts and other specific expenses are the direct responsibility of each Party.

ACCEPTANCE

By: _____
Signature – Party

Date: _____

Print Name

Print Company Name

By: _____
Signature – Party

Date: _____

Print Name

Print Company Name

NOTE: Attorneys may sign this Agreement on behalf of their clients