



CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC

SPECIALIZING IN MEDIATION & ARBITRATION & DISPUTE REVIEW BOARDS

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BINDING MEDIATION AGREEMENT

REVISED JANUARY 1, 2021

1. If a dispute develops between the Parties to this agreement and it cannot be settled between them, the Parties agree to submit to Binding Mediation to be conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC, of Santa Fe, New Mexico.
2. 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.
3. If the mediation efforts conclude without a total settlement resolution on all disputed items, a Settlement Agreement will be written to reflect the successfully resolved items and signed by all Parties. The Mediator shall then render a decision on any of the disputed items that could not be resolved by the clients during the mediation. If a Settlement Agreement exists, the decision(s) of the mediator shall be written on a new Settlement Agreement and shall be signed by all Parties. If no Settlement Agreement exists, a new Settlement Agreement shall be written that reflects the decision of the Mediator and shall be signed by all Parties. Both Settlement Agreements shall be final and binding on the parties. **If any of the Parties fails to sign the Binding Mediation Settlement Agreement, that 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 may be due in part to this information.
5. The Parties agree that the mediator and CDRS shall be afforded the same immunity that is afforded to an arbitrator.
6. The decision of the mediator shall be a non-reasoned decision unless the mediator and parties all agree that the decision of the mediator should be a fully reasoned decision.
7. 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 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 or Attorney

Print Name

Date: _____

Print Company Name

By: _____
Signature – Party or Attorney

Print Name

Date: _____

Print Company Name