

Mediation/Arbitration Agreement

We, the undersigned parties, are presently involved in a dispute with one another, which we want to submit for mediation and, if necessary, legally binding arbitration.

We understand that this mediation will be conducted in accordance with the [*Rules of Procedure for Christian Conciliation*](#) of the Institute for Christian Conciliation (ICC *Rules*), which are incorporated into this Agreement by reference and which we agree to follow. In particular, subject to the more detailed provisions of the ICC *Rules*:

1. We agree upon Anne Bachle Fifer as our mediator, understanding that she is a follower of Jesus Christ who will use the Bible and other resources to guide us towards our own resolution. If we are unable to agree on a resolution, the mediator may, at her discretion, issue a non-binding advisory opinion. If we are still unable to agree on a resolution, we agree to proceed to legally binding arbitration of the issues listed on Exhibit A, attached.

2. If we proceed to arbitration, we will select a new neutral or panel of neutrals to serve as arbitrator(s), unless we unanimously agree in writing to retain the mediator as our arbitrator. We will abide by any award rendered by the arbitrator(s), and we agree that such an award may be entered as a judgment of a court of competent jurisdiction. We acknowledge that arbitration will be the exclusive remedy for this dispute and that we may not later litigate these matters in civil court.

3. We agree to compensate all neutrals at the rate of \$200 per hour for their services, including both actual meeting time as well as other case-related work, and to reimburse actual costs incurred. We will divide the costs equally between us. Prior to the mediation, each of us will submit to the mediator an advance deposit of \$1,000 towards our anticipated share of the mediator's compensation, \$200 of which is non-refundable. We will immediately pay all invoices the neutral submits to us. If we agree in mediation that one party will pay any portion of another party's mediation fees, we acknowledge that such an arrangement does not alter each party's obligation to compensate the mediator pursuant to this Agreement.

3. We understand that the neutral(s) will not provide any of us with the legal advice or representation we would receive from a privately-retained attorney. We acknowledge that we have been advised to seek, and/or are relying on the advice of, our own counsel in connection with this matter.

4. We agree to protect the confidentiality of this process and will not discuss these matters with people who do not have a necessary interest in them. We agree to treat all our communications with the mediator as compromise negotiations, and we agree that all communications, written or oral, between the parties and between any party and the neutral(s) during the mediation and arbitration processes are confidential and inadmissible in a court of law or for legal discovery. We will not ask the neutral(s) to testify about anything related to this process, and we understand that the neutral(s) will not voluntarily testify on behalf of a party in any proceeding, nor voluntarily produce any documents or information in their possession. We agree that the neutral(s) may discuss this case with our church leaders if necessary to facilitate reconciliation and a biblical resolution of this dispute

5. We further agree that any dispute with any neutral related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the ICC *Rules*; judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which constitute one agreement.

Signed _____

Date _____

Signed _____

Date _____

Signed _____

Date _____

Signed _____

Date _____

Signed _____

Date _____

Exhibit A -- Statement of Issues and Remedies

1. This dispute involves:

2. The issues to be resolved or the questions to be answered through conciliation are:

3. The claims and remedies that the parties seek are:

Parties' initials (optional) _____