



Endeavor Mediation

"Where persistence meets resolution."

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Cristina Acosta Blunt, Esq.

Florida S.C. Certified Circuit Civil, County, & Family Mediator

Florida S.C. Certified Appellate Mediator

Certified Federal Court Mediator (Middle District Florida)

Florida Qualified Arbitrator

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DATE

VIA E-MAIL

RE:

Case Name:

Claim No.:

Service:

Court/County:

Case No.:

Mediation Date & Time:

Time reserved:

Mediation Location:

Dear _____:

Thank you for retaining me as the mediator in the matter referenced above. This letter confirms that you have engaged my services pursuant to the requirements of Sections 44.102-44.108, Florida Statutes, and Rules 1.700-1.780, Florida Rules of Civil Procedure. This engagement is accepted with the understanding that this Engagement Letter will govern the fee relationship between us.

Although I am also a licensed attorney, please be aware that the services I will be providing in this matter will be solely as a third-party neutral mediator. I will not be an advocate for any party to this mediation. This letter confirms that I have agreed to act as a Mediator in this matter for the date and time that has been agreed to and noted above. This letter also confirms that I have disclosed to you any conflicts or potential conflicts that I am aware of and that you have agreed to waive any such conflicts by continuing to retain me as the mediator in this matter. My resumé is available upon request and on my website. If you are aware of any undisclosed conflicts or potential conflicts, please notify me immediately. Further, if this mediation has any special conditions or considerations that I need to be aware of, please notify me immediately.

Rates, Travel, Cancellation & Format

The rates for this mediation are as follows:

- _____ per hour per party, with a _____ minimum. This mediation is considered to have _____ **parties** for purposes of billing.

There is a 3.5 hour minimum for mediations reserved for a half day and a 7 hour minimum for mediations reserved for a full day. Mediations are billed to the nearest half hour. Please advise immediately if the mediation will last longer than the number of hours reserved.

There is no cancellation fee for mediations that are cancelled or rescheduled before they begin. Once the mediation has begun, the rates above will apply. Cancellations must be in writing via e-mail and with the agreement of all parties and counsel. If this mediation is being held via video or phone conference, you agree to that participation.

Billing & Payment

Payment can be made via corporate or business check mailed to me or paid online at my website. Counsel will be billed with the understanding that you are responsible for paying all amounts billed, not your client. The payment of Mediation Fees is not conditioned upon settlement or receipt of settlement funds and payment is expected within 10 days of receipt of the invoice. Past due bills will accrue interest at the highest legal rate and will result in additional charges for time and fees spent on collection, including but not limited to administrative costs, mediator's time spent on collection efforts, attorneys' fees and costs.

Confidentiality & Mediator Immunity; Attendance & Settlement Authority

Whether Mediation is pre-suit, Court ordered, or voluntary, the Mediation Confidentiality and Privilege Act (§§44.401, et seq. Fla. Stat.), applicable Florida and Federal Rules of Civil Procedure, and Local Rules of the venue apply. Mediators are immune from liability, including all forms of negligence, arising from performance of Mediation work. (§§44.107, et seq. Fla. Stat.), Mediators are immune from providing written, deposition or trial testimony relating in any way to any Mediation they conducted. The Parties agree that the Mediator Confidentiality and Privilege Act, confidentiality, and Mediator immunity shall apply to any of the Mediator's post-mediation conference services and communications. Mediators have no role in or responsibility for compliance with, enforcement of, or sanctions associated with Rule 1.720, Fla.R.Civ.P. pertaining to mediation appearance, attendance or settlement authority of any party, party representative, counsel, or insurer representative. Please note that recording, in any form, of the mediation is not allowed. This includes but is not limited to audio and video recording. It is the responsibility of counsel to advise their clients that recording of the mediation or any part thereof is not allowed and could result in waiver of confidentiality and additional legal penalties.

Review & Communication

Please note that mediation summaries are welcome and I will review everything that is submitted for consideration by e-mail and/or PDF as long as it is submitted prior to the mediation. There is no additional charge for this review prior to the mediation. In an effort to begin the resolution process, it is my preference to speak to the attorneys for each party prior to the mediation and you can expect me to call you to discuss the case, if you have time to do so. Should any party or their representative require ADA accommodations, please advise in writing no later than 10 business days prior to the mediation. Please note that any extra costs associated with these accommodations will be borne by the parties. As is the norm now, communication with the participants of this mediation will be primarily via unencrypted e-mail and via phone, as needed. On occasion, additional communication methods may be used, including but not limited to text, Zoom, MS Teams, DocuSign, Adobe, cloud drives, and other internet-based third-party vendors and services. You agree that, in advance, you will advise me in writing if the nature of any communication requires a higher degree of security or confidentiality. If you have any objection to the terms of this mediation engagement, please contact me immediately. Otherwise, you agree to be bound by the terms contained in this communication.

Thank you for choosing me for this mediation. I look forward to working with you to bring your case closer to a resolution.