

SANTOS MEDIATION

ATTORNEYS AT LAW

F. ROBERT SANTOS
Board Certified Civil Trial Lawyer
Certified Circuit & Federal Court Mediator

DANIEL J. LYNOTT [1960 – 2003]

1609 W. De Leon Street
Third Floor
Tampa, FL 33606
Telephone 813.229.1111
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www.SantosMediation.com

SENT VIA FACSIMILE
4 PAGES

December 15, 2016

CASE NO.:

Attached please find documentation of the Mediation Engagement, Confirmation and Disclosure Agreement setting forth the terms of the above mediation and the policies of this office regarding the same. The mediation is scheduled for four (4) hours unless otherwise agreed to and confirmed in writing.

Please also refer to our website, www.SantosMediation.com, for additional information on our mediation practice, office procedures, logistics and particularly questions about our location and parking. The website includes an Intro to Mediation which can be shared with clients unfamiliar with the mediation process.

If scheduled at our facility, our address is 1609 West De Leon Street, 3rd Floor. The office is located in Hyde Park next to The Swann Pond where Rome Avenue dead ends into De Leon Street. We are two blocks north of Hyde Park Village.

Please forward any mediation summary or any other records or reports that may be relevant to the issues of this case and helpful in my preparation for this mediation.

Thank you again for selecting me as your Mediator, and I look forward to working with you to resolve the issues between the parties.

Very truly yours,

SANTOS & LYNOTT



F. Robert Santos

FRS/sks
Enclosure

MEDIATION ENGAGEMENT, CONFIRMATION AND DISCLOSURE AGREEMENT

CASE NO.:

This Agreement will confirm that a mediation conference in the above case has been scheduled for _____, _____, 2017, at :00 a.m. p.m.

The conference will be held at Offices of SANTOS MEDIATION, 1609 West De Leon Street, Third Floor, Tampa, Florida 33606. The Mediator will be F. Robert Santos, Esquire, Certified Florida Circuit Civil and Federal Court Mediator. The engagement for mediation services is with the understanding that this Agreement will control and govern the terms and conditions of the Mediation.

SCHEDULE

Mediations are reserved/scheduled in 4 hour slots for morning or afternoon sessions. If you wish to reserve more than 4 hours or all day please let us know and confirm it in any Notice or other written confirmation of the mediation. Otherwise, we assume only 4 hours is reserved. This will help avoid scheduling conflicts.

FEES

Mediation time will be charged at the rate of \$350.00 per hour for two party mediations, \$135.00 per hour, per party for three (3) party mediations, and \$110 an hour per side for disputes with four or more sides. The mediator is entitled to compensation for all time spent on the case including but not limited to preparation time, telephone conferences, attendance at the mediation conference, follow-up, collection efforts (including but not limited to attorney fees and costs), preparation of the parties' agreement and the Mediation Report to the Court. Travel time is billed at one half (1/2).

Please note that these fees include reasonable and necessary expenses incurred by the mediator such as clerical, local telephone, local fax charges, postage costs, etc., but we reserve the right to charge for extraordinary expenses.

There is a three (3) hour minimum charge for all mediations unless agreed to by the mediator. Also, unless otherwise agreed by the parties, the participating parties shall divide mediation fees equally.

If a full day is reserved, there will be a six (6) hour minimum charge.

CANCELLATION POLICY

The mediator in this case has been engaged to conduct this mediation. As such, we are accepting this engagement to the exclusion of scheduling other work for the day and the time which has been reserved. Due to the difficulty of scheduling a new case when there is a cancellation, the time and expenses already incurred in scheduling and preparing of the cancelled conference, and the positive effect a scheduled conference can have in settlement negotiations, the following policies have been adopted:

In the event this mediation is cancelled within 48 hours of the scheduled conference, there will be a three (3) hour minimum charge divided by all parties. Unless the parties in the case agree on who should pay the cancellation fee, all parties, through their attorneys, if any, shall be financially responsible for their share. All cancellations should be done so in writing, email, or fax with the agreement of all parties and counsel, if any.

PAYMENT

Payment must be received by this office for mediation fees within fifteen (15) days after the mediation date. The attorneys representing parties in this case are responsible to insure that the mediator is paid in a timely fashion and, if not, the attorney (or law firm if the attorney practicing in a law firm) will be personally liable for any and all fees and costs as referenced in "Fees" section above. The payment of mediation fees is not conditional upon receipt of settlement funds.

Pro se parties (those not represented by attorneys) must pre-pay a \$500 deposit or bring a check to the mediation for payment no later than conclusion of mediation.

CONTROLLING LAW

The parties hereby stipulate the mediation shall be governed as if it were court ordered and pursuant to Fla. Stat. §44.102 *et seq*, and F.R.C.P. 1.700 *et seq* as well as any administrative orders in effect from the date the mediator was selected. In Federal Court cases, the Local Rules 9.01 – 9.07 of the United States District Court for the Middle District of Florida shall apply.

All counsel and parties should be apprised of the January 1, 2012, amendments to Florida Rules of Civil Procedure, particularly Rule 1.720(e) which requires the filing of a Certificate of Authority. The mediator shall **not** be involved in the process of compliance, enforcement or sanctions associated with these rules of procedure. See Committee Notes Rule 1.720(e)

The parties and counsel also hereby agree that all matters raised in mediation shall remain privileged and confidential unless waived by all parties and the mediator. Also, the parties and counsel further stipulate the mediator shall be immune from testimony, deposition and liability, including all forms of negligence, whether a Court ordered or voluntary mediation.

UNLESS THIS OFFICE IS NOTIFIED IN WRITING OBJECTING TO ANY FOREGOING TERMS, CONDITIONS OR POLICIES, THEY SHALL BE ACCEPTED BY ALL COUNSEL AND THE PARTIES BOUND HERETO. UPON ENGAGEMENT OF THE MEDIATOR AND COMMENCEMENT OF THE MEDIATION PROCESS, ALL PARTIES AND COUNSEL ARE DEEMED TO AGREE TO THE AFOREMENTIONED TERMS AND CONDITIONS.

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
CIVIL DIVISION**

,

Plaintiff,

vs.

CASE NO.:
DIVISION:

,

Defendant.

_____ /

MEDIATION STIPULATION AND AGREEMENT

The parties below, by and through its undersigned counsel, if any, hereby stipulates that all parties in this case agree to using the following mediator pursuant to the terms, conditions and policies set forth in the Mediation Engagement, Confirmation and Disclosure Agreement:

NAME: F. Robert Santos, Certified Circuit Court & Federal Mediator, Santos Mediation
ADDRESS: 1609 West De Leon Street, Third Floor, Tampa, FL 33606
PHONE: 813-229-1111
FAX: 813-258-1982

The parties and counsel also hereby stipulate that all matters raised in mediation shall remain privileged and confidential unless waived by all parties and the mediator. Also, the parties and counsel further stipulate the mediator shall be immune from testimony, deposition and liability, including all forms of negligence, whether a Court ordered or voluntary mediation.

Dated this _____ day of _____, 2017.

Counsel for Plaintiff, Esquire

Counsel for Defendant, Esquire

, Plaintiff

, Defendant
