

**PRESUIT MEDIATION**

**RESPONDENT/INSURED:** \_\_\_\_\_

**CLAIMANT:** \_\_\_\_\_

**CLAIM NUMBER:** \_\_\_\_\_

**DATE OF LOSS:** \_\_\_\_\_

**SETTLEMENT AGREEMENT AND STIPULATION OF PARTIES**

Pursuant to the Mediation Conference held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the parties have agreed to the following:

1. \_\_\_\_\_ shall pay to \_\_\_\_\_ the sum of \$\_\_\_\_\_, to be distributed as follows:

2. Said Settlement sums to be paid within \_\_\_\_\_ days from the date of this stipulation.

3. The Claimant(s)/ Releasor(s) shall execute and deliver General Releases, releasing any and all claims that they have or may have in the future against \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

4. The General Release shall include indemnification and hold harmless agreements relating to any valid third party liens or claims arising out of this matter \_\_\_\_\_

5. Each side shall pay their own costs and fees. Mediation fees shall be payable within ten (10) business days of the date of the mediation \_\_\_\_\_.

6. 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. 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.

THIS AGREEMENT SHALL BE FILED WHEN REQUIRED BY LAW OR WITH THE PARTIES CONSENT. THIS STIPULATION BECOMES BINDING UPON THE PARTIES BY THEIR EXECUTION AND THAT OF THEIR COUNSEL. THIS STIPULATION, IF FILED, SHALL BE ENTERED AS A JUDGMENT OF THE COURT, OR THE COURT SHALL RETAIN JURISDICTION TO ENTER FINAL JUDGMENT OR ENTER AN ORDER DISMISSING THE CAUSE.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**F. ROBERT SANTOS, Esquire, Mediator**

\_\_\_\_\_  
**Counsel for Claimant**

\_\_\_\_\_  
**Counsel for Respondent/Insured**

\_\_\_\_\_  
**, Claimant**

\_\_\_\_\_  
**, Respondent/Insured**

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