

Draft Mediation Clause for Disputes Arising in Commercial Agreements

Any dispute or claim in law or equity arising out of this agreement or any resulting transaction, including disputes or claims involving the parties to this agreement, their officers, agents, or employees, shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this agreement and other rights and remedies afforded to them by law.

(Note: By providing this draft language for use, we do not purport to be providing legal advice or opinion of any kind. We make no representation as to its completeness, adequacy, utility, or binding nature in any way. This draft mediation clause should be reviewed by an attorney prior to its use in any way.)