

**TERMS OF ENGAGEMENT AGREEMENT
WITH FLORIDA SUPREME COURT - CIRCUIT CIVIL MEDIATOR ADAM S. KANTOR**

Thank you for choosing Adam Kantor as your mediator. Please read the below terms of this Engagement Agreement to confirm the understanding of all policies.

1. NOTICES: Now that the parties have agreed upon the date, time and place of the mediation, we request the scheduling party to send out a Notice of Mediation (whether in litigation or pre-suit).

2. CONDUCT OF THE MEDIATION: All participants and their attorney(s) agree that the Mediation and Confidentiality and Privilege Act of F.S. §44 and Fla.R.Civ.P. 1.720 shall apply to the mediation. No legal advice shall be provided by the mediator to the parties.

FEES: Mr. Kantor's rates are **\$325.00 per hour per party**. The per party rate is the same for multiparty cases. Each party will be billed individually. "Parties" to the mediation refers to the named parties to the litigation. 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.

4. MINIMUM: There is a three (3) hour minimum fee for all ½ day mediations. In the event the parties agree to schedule a full day mediation, there will be a six (6) hour minimum which shall be guaranteed by the parties for payment. If the mediation is longer than the time initially scheduled by the parties, then the parties guarantee payment for the time used to complete the mediation. Any materials sent in advance of mediation will be billed at .1 for each 6 minute increment of review. Said review of materials will be split evenly by all parties (regardless of which party submits them) and will be in addition to the minimum hourly requirements.

5. PAYMENT: Each party and their attorney(s) agree to be responsible for timely payment within 30 days after receipt of the invoice for that party's fees. Should payment not be received within 30 days, collection efforts against that party and/or attorney may be commenced. The attorneys also agree that if funds are to be distributed to a party arising out of a settlement, no such distribution/payment shall be made until the invoice from Adam S. Kantor is paid in full.

6. 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 or 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. Mediators are immune from providing written, deposition or trial testimony relating in any way to any Mediation they conducted. ***The Parties agree to extend the Mediator Confidentiality and Privilege Act, confidentiality, and Mediator***

immunity to any negotiation or settlement-related activity by the Mediator that occurs at any time after the Mediation. 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.

Thank you for selecting Adam Kantor as your mediator, and we look forward to successfully resolving this matter. In the event you need to contact Mr. Kantor, the email is akantor@bankerlopez.com, and his phone is 813-221-1500.

CANCELLATION POLICY

Cases may be cancelled up to five full business days prior to the date of the scheduled mediation without a cancellation fee being charged. Should you need to cancel a mediation, you must do so in writing via email to service-akantor@bankerlopez.com.

Should the matter be cancelled fewer than five (5) full business days prior to the agreed upon mediation date, a fee of three (3) hours (for 1/2 day mediations) and 6 hours (for full day mediations) will be divided equally by all parties. **As such, we ask that you contact us to cancel the mediation, in the event that it is no longer necessary, as well as to mark your calendars accordingly with this deadline so that no unnecessary cancellation fees are incurred.**

We greatly value your time in the scheduling of the mediation as we understand how difficult it can be to select a mutually agreeable date between the various parties. We request that you extend us the same consideration when the need to cancel and/or reschedule a mediation arises.

Thank you again for choosing us to handle your mediation. If you have any questions as to scheduling, please contact my assistant Cathy Kelly at CKelly@bankerlopez.com and/or 813-221-1500.

By scheduling your mediation with Adam Kantor you have agreed to the above Terms of Engagement and the Cancellation Policy.

Adam S. Kantor

Adam S. Kantor, Esq./Mediator