



Real Estate Earnest Money Mediation Submission Agreement

Either party (buyer or seller) may initiate mediation of earnest money disputes. If you are initiating mediation, you are the "Claimant"; if you are responding to the Mediation Submission Agreement, you are the "Respondent". Please indicate your role below.

- 1. Complete Form:** To initiate mediation, Claimant completes pages 1, 2 of this Submission Agreement plus the Claimant Mediation Hourly Fee Agreement. Accurate contact information for all named Respondents or the Respondent's Realtor must be supplied by Claimant.
- 2. Notice to COMA:** Send pages 1-3 of this form, completed Fee Agreement and attachments to Colorado Mediators & Arbitrators at Support@COMA.com or PO BOX 460922, Aurora CO 80046-0922. Attachments may include a written detailed statement of the dispute, and a copy of the document with a mediation provision.
- 3. Notice to Respondent:** On the same date of filing with Colorado Mediators & Arbitrators, serve all named Respondents pages 1-3 of this form plus the Respondent Mediation Hourly Fee Agreement, a complete copy of all attachments supplied to COMA in a manner that can be demonstrated, such as certified mail return receipt, e-mail with a return receipt request & confirmation of receipt, or by personal process service.
- 4. Provide proof of service** (copy of USPS Certified Mail Tracking, Affidavit of Service, etc) to COMA.
- 5. Print** the Mediation Procedural Rules at <http://coma.com/rules/mediation> to refer to during the tenure of the case.

Buyer's Information, Acknowledgements & Signatures (pages 1 & 2)

Buyer's Information & Role

Claimant

Respondent

Buyer's Realtor Information

Buyer #1	<input type="text"/>	Realtor's Name	<input type="text"/>
Buyer #2	<input type="text"/>	Company Name	<input type="text"/>
Street Address	<input type="text"/>	Address	<input type="text"/>
City ST Zip	<input type="text"/>	City ST Zip	<input type="text"/>
Phone #	<input type="text"/>	Fax #	<input type="text"/>
E-mail	<input type="text"/>	E-mail	<input type="text"/>

Seller's Information

Seller's Realtor Information

Seller #1	<input type="text"/>	Realtor's Name	<input type="text"/>
Seller #2	<input type="text"/>	Company Name	<input type="text"/>
Street Address	<input type="text"/>	Street Address	<input type="text"/>
City ST Zip	<input type="text"/>	City ST Zip	<input type="text"/>
Phone #	<input type="text"/>	Fax #	<input type="text"/>
E-mail	<input type="text"/>	E-mail	<input type="text"/>

Claimant: Briefly describe the dispute related to the transaction (attach full statement and other documents separately).



Real Estate Earnest Money Mediation Submission Agreement

Dollar Amount in Dispute \$ Other Disputed Matters:

Subject Property Address or
Legal Description for
Undeveloped Land

ACKNOWLEDGEMENTS

Colorado Contract to Buy and Sell Real Estate was signed by buyer on and by seller on

Submission of the dispute to Colorado Mediators & Arbitrators for Mediation Services is in accordance with the Colorado Contract to Buy and Sell Real Estate.

The undersigned parties acknowledge that the mediator has no authority to compel a party to participate in mediation or to settle a matter.

The undersigned parties agree to negotiate in good faith, and consider all options presented to them by the mediator.

The undersigned parties further agree to abide by and perform all agreements entered into according to the terms of a written MOU/Memorandum of Understanding that results from mediation and is signed by the parties attending the mediation.

\$75 non-refundable administrative filing fee is due at the time of filing. I have included the completed Mediation Fee Agreement for Claimants with my Submission Agreement.

The filing parties sign and acknowledge the above:

Name Claimant #1

Signature Claimant #1

Date

Name Claimant #2

Signature Claimant #2

Date

INFORMATION FOR ALL PARTIES

Mediation information is available on the Colorado Mediators & Arbitrators website:

1. Mediation Fee schedule: <http://coma.com/fees>
2. Mediation Rules of Procedure: <http://coma.com/rules/mediation>
3. Credit Card Authorization Form: <http://coma.com/mediation-fee-agreement.pdf>

Colorado Mediators & Arbitrators assigns the mediator in Earnest Money Disputes.



Response to Real Estate Earnest Money Mediation Filing

Notice to Respondent

You are hereby notified that the claimant has filed for mediation with Colorado Mediators & Arbitrators to resolve the dispute related to the return of earnest money.

RESPONSE: You may file a response within 10 days of notification. If no response is received, or if mediation is declined, Colorado Mediators & Arbitrators will provide a **Letter of Non-Response or Failure to Schedule Mediation** to the Claimant stating that mediation was formally requested and the attempt to mediate was declined by the Respondent(s). This letter may be submitted to the court to demonstrate compliance with the Colorado Contract to Buy and Sell Real Estate's contractual requirement to mediate.

Print the Mediation Procedural Rules at <http://coma.com/rules/mediation> to refer to during the tenure of the case.

- Filed Timely - within 10 Days of Receipt of Claimant's Submission Agreement
 Not Filed within 10 Days of Receipt of Claimant's Submission Agreement

Respondent #1 Current Contact Information:

Respondent #2 Current Contact Information:

Respondent: Briefly respond to the Claimant's Statement (attach full response and other documents separately).

ACKNOWLEDGEMENTS

- The named respondent hereby agrees to mediate this earnest money dispute utilizing the mediator assigned to the case by Colorado Mediators & Arbitrators.
- The undersigned parties agree that in the event that a hearing or trial is necessary, all discussions and proposed agreements in mediation shall be held confidential.
- The undersigned parties acknowledge that signed agreements that result from mediation may be filed in any court of competent jurisdiction to affect an order for enforcement.
- \$75 non-refundable administrative filing fee is due at the time of response. I have included the completed Mediation Fee Agreement for Respondents as part of my Response.

The parties sign and acknowledge the above:

Name of Respondent #1

Signature of Respondent #1

Date

Name of Respondent #2

Signature of Respondent #2

Date



Earnest Money Claimant Mediation Hourly Fee Agreement: No Retainers. Pay As You Go. Simple.

Colorado Mediators & Arbitrators™ | COMA requires a valid credit card or debit card to be kept on file to secure dispute resolution fees. Unless payment arrangements are made in advance COMA will charge dispute resolution fees to the credit or debit card on file.

- 1. Initiation Fee:** Each Party is charged a \$75.00 non-refundable initiation fee upon signing the agreement to mediate.
- 2. Hourly Rate:** Each party is charged \$125 per hour with a 2 (two) hour minimum, charged as a block of time whether used in part or in whole. Billable time includes preparation for mediation; negotiating between parties prior to and between mediation sessions; telephone calls with parties or their attorneys; reading and/or preparation of documents; and any other activities requested by the participants. A \$30 facility fee is charged per party per hour when separate mediation rooms are requested. At the end of each mediation session, outstanding balances shall be paid, as well as fees for services anticipated to be performed between mediation sessions. Such amounts shall be paid irrespective of whether or not the mediation reaches a successful conclusion. Cancellations and Rescheduling: A \$75 fee is charged to cancel or reschedule confirmed mediation dates. Cancellations within 10 business days of a confirmed mediation session forfeit the full cost of session.
- 3. Outstanding Balances and Collections:** COMA shall not be required to provide any award, decision or work product produced by a mediator or arbitrator until all charges and fees are paid. Outstanding balances payable to COMA are subject to a compounding monthly interest rate of 2%. Parties agree to pay any fees or costs incurred by COMA to collect any outstanding amounts owed by client. Such fees and costs may include, but shall not be limited to, collection agency commissions, fees or charges; attorney fees and costs; and court costs. A minimum of \$250.00 will be accessed to all accounts that are assigned for collections.

Card Holder's
Comments

Visa or MasterCard #

Discover and American Express not accepted

Expiration Date

CVV Code

Email

Name on Card

Billing Address

Billing City ST Zip

Phone # of Card Holder

Name of party for whom payment is made

Name of party for whom payment is made

I understand and agree to each of the provisions of this agreement. I authorize charges by COMA for fees related to the above-named party or parties..

Signature of Card Holder _____ Date _____

Colorado Mediators & Arbitrators

PO Box 460922 Aurora CO 80046-0922 | Ph 303.488.3334 | Support@COMA.com | COMA.com



Respondent Earnest Money Mediation Hourly Fee Agreement: No Retainers. Pay As You Go. Simple.

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Comments

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Expiration Date

CVV Code

Email

Name on Card

Billing Address

Billing City ST Zip

Phone # of Card Holder

Name of party for whom payment is made

Name of party for whom payment is made

I understand and agree to each of the provisions of this agreement. I authorize charges by COMA for fees related to the above-named party or parties..

Signature of Card Holder _____ Date _____