

SAMPLE AGREEMENTS

CJAM provides this file of sample agreements, to give illustration of how agreements may develop during a negotiation to meet the parties' interests. Even when the parties agree that the problem to be solved in a mediation is determining how much money, if any, is to change hands, there are multiple interests involved in deciding what that amount will be, the circumstances in which it will be paid, and the scope of the dispute that will be resolved by the agreement. As examples, a claimant may agree to accept less to meet a need for greater confidence that payment will be made, and a respondent may be more willing to agree to a payment if a judgment against the respondent can be avoided which affects the respondent's credit. The parties will share an interest in having an agreement that will effectively resolve their problem.

AGREEMENT

Having participated in mediation conducted under the auspices of the Community Justice and Mediation Center, the parties enter the following agreement which we intend to be a binding contract.

Xxx Xxx, doing business as Vinyl Pool Specialists, and Yyy Yyy agree to rescind the contract entered between them in April, 2017, for repair and reconditioning of the swimming pool at Luxury Motor Inn Bloomington, Indiana. Xxx Xxx agrees to refund to Yyy Yyy \$2000 of the deposit on the work paid by Yyy Yyy. Upon receipt by Yyy Yyy of Xxx Xxx's check for \$2,000 and the deposit and clearing of that check, the parties release each other from all claims they might have against each other arising from the contract which is the subject of this agreement.

Xxx Xxx

Date

Yyy Yyy

Date

AGREEMENT

Having participated in mediation conducted under the auspices of the Community Justice and Mediation Center, the parties enter the following agreement which we intend to be a binding contract.

Regarding a contract entered between Xxx Xxx, 3504 E. Bronson St., Bloomington, Indiana 47401, and Yyy Yyy, doing business as Acme Paving Company, 1715 W. Astral Way, Bloomington, Indiana, 47403, for the repair of Xxx's driveway, the parties agree as follows: Yyy will pay Xxx \$3000 by sending a money order or cashier's check for that amount by certified mail to Xxx at his above address by December 2, 2019. On receipt of that payment by Xxx, the parties agree that all claims the parties might have against each other relating to the contract that is the subject of this agreement will be resolved. If such money order or cashier's check is not so mailed by December 2, 2019, Xxx reserves the right to assert his claims against Yyy without limitation from this agreement. Further, Yyy agrees that if he has not sent the agreed payment by December 2, 2019, he will accept service of process at the address stated for him in this agreement unless he has notified Xxx in writing of a different address at which Yyy will accept service.

_____ Date

_____ Date

AGREEMENT

Having participated in mediation conducted under the auspices of the Community Justice and Mediation Center, the parties enter the following agreement which we intend to be a binding contract.

With regard to Case No. 53C04-0902-SC-xxxxx, [landlord], plaintiff, v. [tenant] defendant, the parties agree that judgment should be entered against defendant for \$750 and that the parties release each other from any other liability arising from the landlord-tenant relationship between them. No payment schedule shall be entered at this time. [Tenant] will make payments through the Monroe Clerk of Courts as his circumstances permit, recognizing that plaintiff may ask that a payment plan be entered at a future date if satisfactory progress towards satisfying the agreed judgment is not made. (See attached instructions for making payments through the Clerk's office.)

Community Justice and Mediation Center will file a copy of this agreement with the court.

_____ Date
[landlord] by [property manager]

_____ Date
[tenant]

AGREEMENT

Having participated in mediation conducted under the auspices of the Community Justice and Mediation Center, the parties enter the following agreement which we intend to be a binding contract.

With regard to 53C04-0911-SC-xxxxx, xxxxxxxx, plaintiff, v. xxxxxxxxxx, defendant, the parties agree as follows:

1. The parties ask the court for a continuance until the end of March.
2. The defendant agrees to pay and the plaintiff agrees to accept \$300 in settlement of all claims that are the subject of this action. Payment is to be made by March 8, 2010.
3. The parties agree that when they have informed CJAM that payment has been made, CJAM will notify the court, and the action should then be dismissed.

_____ Date

[plaintiff]

_____ Date

[defendant]

AGREEMENT

Having participated in mediation conducted under the auspices of the Community Justice and Mediation Center, the parties enter the following agreement which we intend to be a binding contract.

With regard to Case No. 53C04-0812-SC-xxxxx, [landlord], plaintiff, v. [defendant], defendant, the parties agree that defendant will pay plaintiff \$1500. Payments will be made through the office of the Monroe County Clerk. (See attached instructions.) Plaintiff will endeavor to make this payment in the next four weeks, but in any case plaintiff will make payment by June 16 (a week ahead of the parties' scheduled court date). If payment is so made, the parties agree the pending action should be dismissed without judgment being entered against the defendant; otherwise, judgment will be entered on the scheduled court date for the amount then due.

This agreement resolves any and all claims the parties may have against each other arising from the landlord-tenant relationship between them.

Community Justice and Mediation Center will submit this agreement to the Court for us.

_____ Date
[landlord] by [property manager]

_____ Date
[Tenant]

AGREEMENT

Having participated in mediation conducted under the auspices of the Community Justice and Mediation Center, the parties enter the following agreement which we intend to be a binding contract.

With regard to Case No. 53C04-1001-SC-xxxxx, xxxxxxxxxxxxxx and xxxxxxxxxxxxxx, plaintiffs, v. xxxxxxxxxxxxxx, defendant, the parties agree as follows:

Defendant will pay plaintiffs \$3369.66 in settlement of the action. Defendant has given his check for this amount dated Sept. 10, 2010. Plaintiffs will report to CJAM whether that check has been deposited and cleared by September 20, 2010, and if it has, CJAM will report this to the court, in which case the parties agree the action should be dismissed. Otherwise, judgment should be entered against the defendant for the agreed amount. For this purpose, the parties ask the court to continue the action until the end of September.

This agreement is contingent on defendant verifying that he returned tenant's deposit of \$1050.

This agreement resolves all matters between the parties arising from the property management contract which is the subject of the pending small claims action between them.

xxxxxxxxxxx, plaintiff Date

xxxxxxxxxxx, plaintiff Date

xxxxxxxxxxx, defendant, by [agent] Date

AGREEMENT

Having participated in mediation conducted under the auspices of the Community Justice and Mediation Center, the parties enter the following agreement which we intend to be a binding contract.

With regard to Case Number 53C08-1008-SC-xxxxx, [landlord], LLC, plaintiff, v. [tenant], defendant, the parties agree as follows. Defendant will pay plaintiff \$100 per month with the first payment due by February 10, 2011, all payments to be made through the Clerk of Court's office. (See attached instructions.) If defendant has made his first payment on time, the parties request that the court continue the action until after July 15, 2011. If the action has been so continued, then if by July 15, 2011, defendant has made payments totaling \$600 or more, then judgment should be entered for \$1200 plus court costs, with payments then having been made credited against that \$1200 and with defendant continuing to make payments at the rate of \$100 per month until the judgment has been satisfied. If, however, defendant has paid \$1200 by July 15, 2011, then the action should be dismissed. If defendant has not made his initial payment by February 10, 2011 or has not paid \$600 by July 15, 2011, then plaintiff reserves its right to pursue its action in the originally claimed amount.

_____ Date
[landlord], by [agent]

_____ Date
[tenant]

AGREEMENT

Having participated in mediation conducted under the auspices of the Community Justice and Mediation Center, the parties enter the following agreement which we intend to be a binding contract.

With regard to Case No. 53C08-0903-SC-, xxxxxxxx Rental Management, plaintiff, v. yyyyyyyyyyyy, defendant, the parties agree that defendant will make no claim for the return of her security deposit, that the suit should be dismissed, that plaintiff is not required to and will report no information to Bloomington Housing Authority relevant to defendant's eligibility for section 8 housing support, and that the parties release each other from any other claims they might have against each other arising from their landlord-tenant relationship.

Community Justice and Mediation Center will file a copy of this agreement with the court.

xxxxxxx Rental Management, Inc., by xxxxxx, Secretary

Date

YYYYYYYYYY

Date

AGREEMENT

Having participated in mediation conducted under the auspices of the Community Justice and Mediation Center, the parties enter the following agreement which we intend to be a binding contract.

In the matter of xxxxxxxxxxxx, plaintiff, v. yyyyyyyyyyy, defendant, Case No. 53C04-0804-SC-xxxxx, the parties agree the judgment entered in the case on July 24, 2008 may be satisfied according the following payment schedule. Defendant will pay \$100 per month by the 15th of each month or by the next business day if the 15th is on a weekend or holiday, until the judgment is satisfied. These payments and other payments which defendant may make to satisfy the judgment on a faster schedule, will be made through the Monroe County Clerk of Courts.

For their convenience, the parties will sign separate copies of this agreement which will be filed together with the court by the Community Justice and Mediation Center.

_____ Date
xxxxxxxxxxxxxxxxxxxx

_____ Date
yyyyyyyyyyyyyyyyyy

AGREEMENT

Note: This statement of the understanding we have reached in mediation conducted under the auspices of the Community Justice and Mediation Center is NOT intended to be a legally binding contract.

Stan Johnson, Janet Johnson, and Cheryl Wilson having reached agreement on the principles and particulars set out below, Cheryl agrees that she will consent to Stan and Janet adopting Kimberly Wilson as their daughter. The parties will act on the advice of their lawyers regarding what aspects of their agreement should be submitted to the court to be made part of the court's order.

The parties agree on the following principles which are the basis of the agreement they make at this time and will guide them as they may consider amending their arrangements regarding Kimberly in the future:

Kimberly's welfare and safety is the primary concern for all parties.

Kimberly should grow up in a stable, loving family, and Stan and Janet provide that.

Kimberly should have love and support in a meaningful relationship with Cheryl, but the extent to which this will be possible depends on Cheryl's continuing recovery.

The parties have positive expectations regarding Cheryl's continuing sobriety and mental health. However, since they recognize that recovery from addiction is a lifelong challenge, they agree it is appropriate to be cautious in arrangements until experience supports increasing confidence.

The parties should have the information and communication that will make it possible for them to act responsibly and have the necessary confidence.

The parties respect each others' rights to make decisions in their own lives and families in accordance with their values and religious beliefs. Cheryl accepts that Kimberly will be raised in accordance with standards and expectations consistent with those Stan and Janet apply to their other children. Stan and Janet trust that Cheryl will use her good judgement in caring for Kimberly during their visits together.

As her parents, Stan and Janet will have the responsibility to make decisions regarding Kimberly, but Cheryl should have an opportunity to consult regarding decisions affecting Kimberly and Cheryl and Kimberly's relationship.

The parties agree that this is the beginning of a new relationship, that they don't know each other very well but that they are willing to become better acquainted for the sake of Kimberly. The parties should cooperate in raising Kimberly in accordance with these principles with as little supervision by public officials and the courts as possible.

The parties agree on the following particulars:

Time with Cheryl:

Cheryl will have one supervised visit with Kimberly in even numbered calendar months in circumstances subject to Stan and Janet's approval. Even number months include Kimberly's birthday and Christmas.

In addition to these supervised visits, Stan and Janet will make some opportunities available for Cheryl to be present for school activities, sports, family occasions, and other similar events in which Kimberly may be participating.

Transportation to and from these visits will be provided by Stan or Janet or another individual with their specific approval.

As their resources permit, Stan, Janet, and Cheryl will consult with professionals with qualifications to give them guidance regarding how contacts can be scheduled and managed in order to nurture their relationships with Kimberly and for evaluation of her progress.

Communication:

Stan, Janet, and Cheryl will communicate regularly regarding matters relevant to these arrangements and regarding Kimberly's development and activities. Kimberly will not be used to send messages between the parties.

In communication with Kimberly, the parties agree not to undermine each others' parenting and will not permit badmouthing of each other by any family member.

Cheryl may communicate (for example, by telephone) with Kimberly at reasonable times and frequency.

Dealing with concerns regarding Cheryl's status:

Cheryl will continue to use the support available to her to assist her in her recovery. In particular, she will continue with her 12 step program and to use her sponsor. In addition she will continue with therapy as long as she can afford it and it is of benefit.

Stan and Janet will raise directly with Cheryl concerns that they may have regarding Cheryl's status in recovery, whether those concerns arise from their own experience of Cheryl or from information that comes to them from others. Stan, Janet, and Cheryl will endeavor to work through such issues in a manner consistent with the principles on which they have agreed.

Review and conflict resolution:

Stan, Janet, and Cheryl will promptly and openly raise with each other concerns they have about how these agreements are being implemented and seek to resolve those concerns by informal negotiation between themselves. If they cannot resolve their concerns in this way, they will seek the assistance of CJAM mediators (or another mediator on whom they agree).

Signed:

_____ Date _____

_____ Date _____

_____ Date _____

Witnessed by:

_____ Date _____
for Community Justice and Mediation Center