

**INDIANA ASSOCIATION OF MEDIATORS
MEDIATOR REFERRAL AGREEMENT**

I am a member in good standing of the Indiana Association of Mediators (“IAM”). I represent that I am competent to mediate in the areas in which I have requested referrals from the IAM Mediator Referral Service (“MRS”) and am an accredited member listed on the Indiana Registry of Approved Court Mediators (the “Registry”) maintained by the Office of Admissions and Continuing Education of the Indiana Supreme Court in the areas in which I have requested referrals from the MRS. My Registry Mediator number is: _____.

I understand that in the event an ethical or disciplinary complaint designated “misconduct” is under investigation by the Indiana Supreme Court Disciplinary Commission, or any other Bar Association or professional organization or agency, I must reveal this fact to the IAM Board of Directors within ten (10) days of the notice of the complaint being served upon me. I understand that my status upon the panel may then become subject to review by said Board. I understand that I may be removed from the panel without hearing, in the event that a grievance denominated as “misconduct” is filed against me. I understand that I will be removed if an action for suspension or disbarment is initiated or if I am suspended or disbarred by the Disciplinary commission subject to my right thereafter to notice and a hearing before the Executive Committee or the IAM Board of Directors. Finally, I understand that at such time that I am no longer listed on the Registry, I will no longer be eligible to be listed on the MRS and will contact the IAM of this change.

I understand that mediator liability insurance coverage of not less than One Hundred Thousand Dollars (\$100,000) (each claim) and Three Hundred Thousand Dollars (\$300,000) (aggregate claims) is a condition to participation in the panel. I agree to carry and maintain such insurance and provide proof of such coverage to the Board of Directors upon request or if i terminate my coverage. My present liability carrier is _____, policy number _____, with a deductible amount of \$ _____, and the expiration date on the policy is _____. As a condition to being listed on the MRS, I hereby agree to indemnify and hold harmless the IAM for any mediation that results from an MRS referral and which results in an action alleging malpractice against me.

I understand that if asked, the MRS will give the name, mailing address, e-mail address and telephone numbers of two (2) panel members on a rotation basis based upon the type of mediation and geographical location requested. The person(s) requesting the referral will then select a mediator from the panel.

I understand that my name, mailing address, e-mail address, phone number, and other identifying information submitted to IAM will be posted on the IAM internet website and be available to those accessing the website. I also understand that my failure to pay current IAM dues will result in the removal of my name from the MRS without prior written notice to me.

I understand that by serving as a mediator, I am agreeing to explain the process of mediation for up to 1/2 hour without charge to any person MRS refers to me.

It is agreed that if I reject a mediation, I will not refer this mediation to another mediator, but I must return the mediation to the MRS Coordinator.

I understand that a violation of this agreement or misstatement on this application may result in my removal from the panel. If I fail to uphold the rules of this agreement, I will be notified in writing of the violation and my panel membership may be revoked.

I have prepared this application and I have read this agreement and I am aware of its contents. I represent that all statements contained herein are true and I agree to abide by all of the IAM rules of this application and agreement.

If I have previously participated in the MRS and am renewing my listing on the service, then by checking the box at the end of this paragraph, I hereby certify to the IAM that the information previously provided to the IAM regarding my mediator liability insurance coverage has not changed and that said policy remains in full force and effect.

Signature

Date