



**Scott M. Bonavita**

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July 24, 2024

plaintiff@attorneylaw.com  
Plaintiff Attorney, Esq.  
Plaintiff Attorney Firm, LLP

defendant@attorneylaw.com  
Defendant Attorney, Esq.  
Defendant Attorney Law Firm, P.A.

**Re: Plaintiff v Defendant  
Case No. 123456**

Dear Counsel:

Thank you for selecting me to mediate this matter for you. This will confirm that you have scheduled a **half day** session.

Date: **September 2, 2024**  
Time: **9:00 am EST**  
Location: **Via Zoom Videoconference**

Please confirm with your clients the date and time of the mediation. Each party must be present at the mediation, unless the parties agree otherwise, together with a representative with full authority to negotiate a complete settlement at the mediation.

**Mediation Fee:** Fees for my services as your mediator are:

2 Parties: \$250 per hour per party  
3 Parties: \$215 per hour per party  
4+ Parties: \$190 per hour per party

I am entitled to compensation for all time spent on the dispute, including but not limited to, preparation time, telephone conferences, attendance at the mediation conference, any follow-up conferences whether in person or by telephone, collection efforts (including but not limited to attorneys' fees and costs), preparation of any agreements by the parties and any report of the mediator to any court or arbitration panel. Time for travel outside of Hillsborough County, Pinellas County, and Pasco County, if any, is billed at one-half the regular hourly rate.

Please note that in addition to my fees, each side will be responsible for its pro rata share of any reasonable and necessary out-of-pocket expenses, such as conference space rental, travel expenses, clerical, telephone, fax charges, postage costs, etc.

**Billing Matters:** All mediation fees will be divided equally among the parties unless I am instructed to do otherwise. Following the conclusion of each mediation, each party shall receive an invoice for their portion of the mediation fee. Payments must be received by this office within ten (10) days of receipt of an invoice.

Pro se parties (those not represented by attorneys) must pay no later than the conclusion of the mediation conference. In cases where I believe it to be necessary, an advance deposit may be

required from a party or its counsel. Failure to pay any required advance deposit by the deadline will result in cancellation of the mediation.

Please understand that I do not have a relationship with your client or the insurance carrier. My services are requested by the attorneys, and it is their responsibility to guarantee that invoices for mediation are paid in a timely fashion.

**Minimum Fee and Cancellation:** A minimum fee of three hours for half-day sessions and six hours for full-day sessions will be charged. It is our policy that the minimum fee will be charged in the event that this scheduled mediation cancels or reschedules after August 25, 2024. We do not charge rescheduling fees for mediations that are canceled or rescheduled prior to seven (7) days before a scheduled mediation.

All cancellations must be communicated *in writing* (e-mail is sufficient) with the agreement of all parties noted.

Please note that for us to remain neutral, it is our policy to bill all parties equally for their portion of our minimum fees regardless of which party cancels a session or why it was canceled, even if it is being rescheduled, has settled, or one side is still willing to move forward.

**Mediation Case Summaries:** Except where ordered by the court, Mediation Case Summaries are not required. However, I strongly recommend that you submit one. I will read everything that you send. Please send any Mediation Case Summaries to my case manager, Jenn Strok at [casemanager@bonavitamediation.com](mailto:casemanager@bonavitamediation.com).

**Acceptance of Terms, Conditions, and Policies.** Unless this office is notified in writing objecting to any of the foregoing terms, conditions, or policies within five (5) days of the date of this engagement letter, these terms, conditions, and policies shall be deemed accepted by all counsel and parties hereto.

Thank you again for engaging my mediation services. I look forward to working with you. Please let me know if you have any questions or need assistance.

Sincerely,



Scott Bonavita