



## MEMBERSHIP AGREEMENT

This agreement (the "Agreement") is formed on \_\_\_\_\_ between \_\_\_\_\_ ("Member"), and Mediators World Wide<sup>1</sup> ("MWW").

**PURPOSE OF AGREEMENT:** The purpose of this Agreement is to provide membership by MWW to the members for exchange of consideration paid annually by the members.

**MEMBERSHIP:** MWW will put forward all efforts to solicit mediation and/or arbitration business from other attorneys, business owners and general public for its members.

**SOLICITATION:** Means placing advertisements in legal and business publications (magazines or newspapers), placing advertisements in radio or television, having presence in social media by web site and search engine optimization, and other forms to procure business.

**PURPOSE OF MWW:** The purpose of the MWW is to form panel of mediators/arbitrators consist of attorneys, former retired judges, and non-attorney mediators to provide alternative dispute resolution (ADR) services to other attorneys, business owners and general public.

**PAYMENT:** Each member agrees to pay \$300.00<sup>2</sup> to MWW as an annual membership fee for one year starting upon execution of the Agreement. In return, MWW will provide membership to MWW. Non-attorney annual membership fee is \$500.00. In addition to annual membership fees, each Member understands and agrees for MWW to collect 1/3 of all mediation fees (See below).

**MEMBERS' QUALIFICATION:** Each member must be licensed attorney member of good standing with the State Bar of California or any other state. Each member must carry and provide professional insurance for mediation and arbitration<sup>3</sup>. Member must have prior mediation training and experience<sup>4</sup>. Each member agrees to charge \$400.00<sup>5</sup> per hour for mediation and arbitration, \$1,600 for half a day (4 hours) and \$3,000<sup>6</sup> for full day (4 hours plus). Each member understands that members do not charge administrative fees to the prospective clients. Each member agrees to the following cancelation fees; one week before: 50% of the agreed mediation fee, two weeks before: 25% of the agreed mediation fee. Any cancelation over two weeks, there are no changes. No fees for rescheduling. Each member agrees to renew their membership at least one month prior to expiration of the membership. 10% late fee will apply if member is late.

(A) Each member admitted to practice for at least 5 years, with substantial experience in one of the mediation, litigation, arbitration area, OR

(B) Have had at least three civil trials, mediations, arbitrations within the past 5 years in which they have served as the lead attorney for one of the parties, as a mediator or an arbitrator, OR

<sup>1</sup> Footnote: Mediators Word Wide (MWW) is a start-up company, which will begin its business.

<sup>2</sup> Footnote: All membership fees are subject to increase.

<sup>3</sup> Footnote: Professional insurance for law practice does not apply.

<sup>4</sup> Footnote: In the event, member does not have mediation training and/or experience, MWW will provide training for addition fees.

<sup>5</sup> Footnote: All mediation fees are subject to increase.

<sup>6</sup> Footnote: All members understand and agree for MWW to collect 1/3 of all mediation fees.



- (C) Have been state or federal judge or judge pro tem, OR
- (D) Have completed within the last seven years a program designed specifically for the training of arbitrators or mediators, OR
- (E) Will be trained specifically for arbitration and/or mediation by MWW.
- (F) Each member understands and agrees for MWW to collect 1/3 of all mediation fees.

Each member shall provide satisfactory evidence of ability to act as a mediator and/or an arbitrator based upon judicial, trial or legal experience.

Each member shall not have received public discipline or censure from the state bar of California or any other state bar in the past five years. In the case of former judges, they shall not have received public discipline or censure from any government body that has authority to discipline judge in the past five years.

Each member shall agree to follow applicable arbitration statutes, substantive law of the issues addressed, and the rules and procedures of the Independent Administrator.

Each member shall administer any procedure in a FAIR and EFFICIENT manner and *Active members must use MWW letterhead, envelop and business cards only in their correspondence.*

**NON-COMPETION:** Pursuant to California Business and Professions Code Section 16601, each member agrees to refrain from carrying on a similar business. *Hill Medical Corp. v. Wycoff*, 86 Cal. App. 4<sup>th</sup> (2001). **Mediators Worldwide has copyright ownership and is the sole owner of the following properties including but not limited to the logo, the system, the membership program, letterhead, envelopes, business cards, and the name; Mediators Worldwide. Any member whose membership has expired and/or wishes to discontinue their membership whose membership status is inactive cannot use the name, the logo, the system, the letterhead, envelopes, business cards and the membership to continue their business. Any member who violates this rule will be subject to a fine of \$10,000. Each member must give a written notice sixty (60) days prior to the expiration of their membership by a letter by the U.S. Mail, otherwise, the membership will renew automatically. Only active members can use the logo, the name Mediators Worldwide, the system provided and the membership on the letterhead, envelopes, and business cards. Active members must use MWW letterhead, envelop and business cards only.**

**DISCLAIMER:** MWW does not guarantee business and/or income to any member, guarantee advertisement and marketing of MWW and the members. **DISPUTE RESOLUTION:** Any dispute in reference to this Agreement will be resolved by Alternative Dispute Resolution (ADR) in mediation.

DATE: \_\_\_\_\_ NAME OF MEMBER: \_\_\_\_\_ SBN: \_\_\_\_\_

SIGNATURE OF MEMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
MEDIATORS WORLDWIDE (MWW)