

**BINDING MEMORANDUM OF UNDERSTANDING:**  
**ESSENTIAL TERMS AND CONDITIONS OF SETTLEMENT**

THIS MEDIATION BEING CONCLUDED, THE PARTIES AGREE AS FOLLOWS:

*If any of the provisions do not apply, strike and initial the inapplicable language:*

1. This is a final, binding and enforceable agreement resolving all issues that were raised or could have been raised between the parties signing below that arise from or relate to the matters presented in this mediation described as \_\_\_\_\_. (“Dispute”), unless specifically noted herein.
2. Each party agrees to mutually release the other, their heirs, representatives, principals, successors, agents, employees, officers and directors, and attorneys of all claims, known or unknown, arising from or relating to the Dispute. Except as otherwise provided herein, each party will bear their own costs and expenses (including attorney fees) incurred up to and including the Effective Date as defined in Section 12, below.
3. All pending legal actions shall be promptly dismissed with prejudice and without attorney fees or costs to either side.
4. All terms of settlement shall be confidential except as otherwise provided under Oregon Law. The parties further agree not to initiate or cause to initiate any claim or investigation against any other party with any governmental agency or professional association.
5. (a) \_\_\_\_\_ shall pay to \_\_\_\_\_ the sum of \$\_\_\_\_\_, on or before the \_\_\_ day of \_\_\_\_\_, time being declared to be of the essence.  
(b) \_\_\_\_\_ shall pay to \_\_\_\_\_ the sum of \$\_\_\_\_\_, on or before the \_\_\_ day of \_\_\_\_\_, time being declared to be of the essence.  
(c)  
(d)  
(e)  
(f)  
(g)

6. The parties agree that: ***(Select only one)***

A. This Memorandum shall act as the final settlement document between the parties and may be fully enforced as a complete settlement agreement in accordance with Oregon law. *Therefore, Sections 7 and 8 below do NOT apply.*

As a result, this settlement agreement contains the other standard settlement terms generally accepted in the legal community where the mediation is held for this type of dispute, including but not limited to the following: Oregon law applicability; Venue: \_\_\_\_\_; severability; survivability; binding effect; notice provisions; legal representation; actual authority to bind; no admissions; doubtful and disputed claims, each party responsible for own taxes, hold harmless, indemnification and defense, attorney fees to prevailing party, integration, merger, mutually written, number, gender caption, equitable and injunctive relief, execute necessary documents, etc.

Additional documents necessary to implement this settlement shall include:

\_\_\_\_\_

B. Final settlement documents will be draft by the parties or their respective legal counsel in accordance with the terms and conditions contained herein. *Therefore, Sections 7 and 8 below DO apply.*

7. The parties agree to complete and sign all final settlement documents on or before \_\_\_\_\_ . However, inability to reach agreement on the final form or content of the documents will not invalidate this settlement according to the terms contained in this Memorandum, which may be fully enforced according to its terms.

8. If the parties cannot agree on the final form or content of the settlement documents, the matter will be resolved by: ***(Select only one)***

A. Final, binding and non-appealable arbitration in lieu of trial by a jury or judge. The arbitration shall be conducted in accordance with ORS 36.300 ET. Seq. by the Mediator before whom this matter was mediated (hereinafter referred to as “the Arbitrator”). The Arbitrator shall be empowered to provide any additional language and terms necessary or appropriate to effectuate the settlement outlined in this Memorandum, based upon (a) all relevant information (confidential or otherwise) provided during the mediation, and (b) all other relevant information submitted to the Arbitrator by the parties. The format of the arbitration proceeding shall be within the sole discretion of the Arbitrator and may include “Mediation-Arbitration.” The Arbitrator’s fees shall be charged at the rate currently prevailing in the legal community in which the arbitration is held, and shall be divided equally between the parties and paid in advance. The Arbitrator shall not be held liable in an action or proceeding for damages alleged to have resulted from any act or omission in the performance of their roles as mediator, mediator-arbitrator, and/or arbitrator, and shall have all other immunities and protections provided under Oregon law.

B. Submission to the court with jurisdiction in accordance with then existing law.

9. All parties agree that prior to signing they have thoroughly reviewed this Memorandum and understand and agree with the terms and provisions contained herein. They further agree that in the completion of this Memorandum, the Mediator has acted solely as a scrivener, and not as a lawyer or advisor for either side. The parties represent that they have had a full and complete opportunity to consult with their respective legal counsel prior to signing, acknowledge that this Memorandum supersedes all prior agreements or negotiations, oral or written, and acknowledge that the mediator has recommend that they seek independent legal advice before signing this agreement.
  
10. The Mediator may authenticate this Memorandum and the signatures of the parties (if executed in his presence), but cannot otherwise be compelled to testify, produce, or give any other evidence in any proceeding. Signed counterparts and a copy of this Memorandum shall have the same force and effect as an original.
  
11. In the event suit, action or arbitration is filed to enforce or interpret this Memorandum, the prevailing party shall have a right to recover from the losing party all costs and attorney fees in accordance with Oregon law.
  
12. Effective Date of this settlement: \_\_\_\_\_.

**IT IS SO AGREED:**

\_\_\_\_\_/\_\_\_\_\_  
 Party Date

\_\_\_\_\_/\_\_\_\_\_  
 Party Date

\_\_\_\_\_/\_\_\_\_\_  
 Party Date

\_\_\_\_\_/\_\_\_\_\_  
 Party Date

**APPROVED:**

\_\_\_\_\_/\_\_\_\_\_  
 Attorney for \_\_\_\_\_ Date

\_\_\_\_\_/\_\_\_\_\_  
 Attorney for \_\_\_\_\_ Date

\_\_\_\_\_/\_\_\_\_\_  
 Attorney for \_\_\_\_\_ Date

\_\_\_\_\_/\_\_\_\_\_  
 Attorney for \_\_\_\_\_ Date