

Sample Letter Requesting Mediation

**(Assumes Use of Colorado Real Estate Commission Purchase and Sale Contracts)
Read it carefully and edit to suit you and your transaction facts. If you do not have a mailing address for the other party, you can send it to the party's real estate broker to forward on the the party (the broker should be willing to do that).**

Dear (other party) :

As you are aware, we have a dispute arising from our contract dated _____ for the purchase and sale of property described as _____. We have thus far been unable to resolve our differences by discussion either directly between us or via real estate brokers assisting us with our transaction, thus we need to move to the next step required our contract which states:

“MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a lis pendens affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.”

This letter constitutes our formal request for mediation pursuant to the contract. If you have a particular mediator(s) in mind, please let us know who that is. Doug Barber is an experienced real estate dispute mediator that has been recommended to us. If you want to discuss the process, you can contact him at (719) 338-3053 or Rawhidenol@aol.com to discuss whether he would be acceptable to you.

Refusal by a party to attempt mediation may be deemed a breach of contract by the refusing party, resulting in potentially significant additional expense to that party in a legal action to resolve our disagreement. In the event of litigation, the contract requires an award of costs, expenses and legal fees to the prevailing party. Thus it behooves us to resolve the matter ourselves (faster and cheaper). Please let us know if you are willing to attempt mediation, or whether we should plan on the more expensive and time-consuming means of resolving the dispute. Thank you.

Sincerely
Requesting Party