

**Sample Letter Requesting Mediation**  
**(Assumes Use of 2019 Colorado Real Estate Commission Purchase and Sale Contract)**

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 by §23 of 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 § 27). 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. His website is [www.Rawhide.net](http://www.Rawhide.net), and you can contact him [(719) 338-3053 or [Rawhide@Realtor.com](mailto:Rawhide@Realtor.com)] to discuss whether he would be acceptable to you.

[A seller might include this clause also] As a reminder, §24 (Earnest Money Dispute) of the contract only deals with how the earnest money holder handles disposition of any earnest money deposit, but it does not resolve whether the buyer or seller is entitled to the money. Even if the earnest money holder returns the deposit to the buyer pursuant to §24, it does not mean that the seller cannot pursue judgment in Court for that earnest money amount if the seller believes he is entitled to it due to a buyer’s breach of contract. And in the event of litigation, §22 of the contract requires an award of costs, expenses and legal fees to the prevailing party.

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. 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