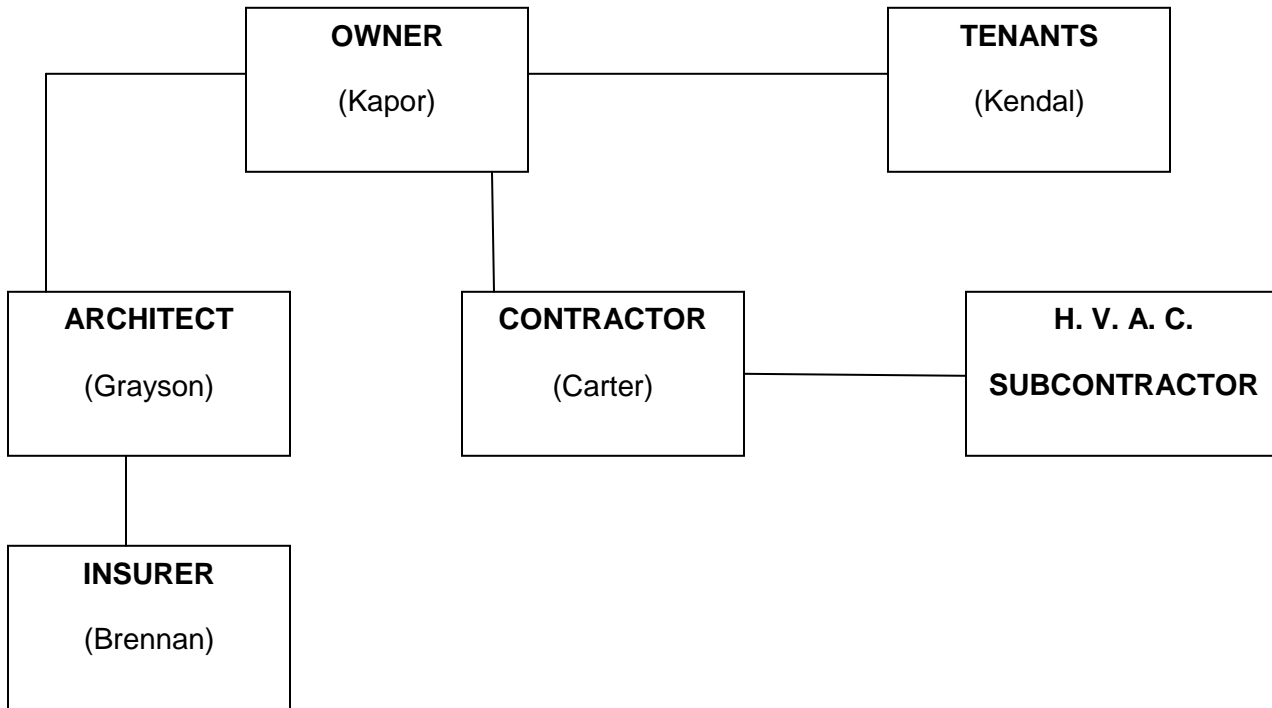


## AAA Video: “Mediation of a Construction Dispute”

### The Structure of the Dispute



### PARTIES' INITIAL POSITIONS, WITH FINAL POSITIONS IN [BRACKETS]

**OWNER:** Tenants should: 1) stay put; 2) pay the rent; and 3) cooperate regarding the regulation of the thermostats. [Pay 50% of the cost of materials to repair the H.V.A.C. system]

**TENANTS:** Owner must provide a balanced H.V.A.C. system or we will withhold rent and ultimately leave the building. [Will stay and pay rent; agree to lockboxes and general cooperation on the repairs; work must be completed in 30 days]

**ARCHITECT:** The changes were not authorized by me; I can't verify them; the owner and tenants are not cooperating regarding the lockboxes. [Pay 50% of the cost materials to repair the H.V.A.C. system]

**CONTRACTOR (AND SUBCONTRACTOR):** The changes are approved by someone in the Architect's shop. If there's a problem, the Subcontractor is most to blame. [Will provide the labor to repair the system, but work must start within the next ten days; no cash outlays]

**ARCHITECT'S INSURER:** We'll wait and see what happens for now. [Approves the Architect's part of the settlement]