

MEDIATION AGREEMENT

The undersigned parties agree on _____, 20__ as follows:

1. The undersigned are parties or representatives of parties to the controversy identified as _____ *and* _____ and they have agreed to seek to resolve the controversy through mediation.
2. Each party acknowledges that the mediator has given them written notice that (a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing a mediated settlement agreement if they are uncertain about their rights.
3. The parties further acknowledge that prior to the commencement of the mediation, they were provided with a written disclosure of the qualifications of the mediator, including a description of the mediator's educational background and relevant training and experience in mediation.
4. In addition to legal counsel, each party will be represented at the mediation by appropriate client representatives. Except as disclosed at the mediation session, the client representatives will have full authority to settle the case and will also have authority to execute a written settlement agreement.
5. The parties acknowledge that participation in the mediation is voluntary and may be terminated at any time by any party, their representatives or the mediator upon notice to the other parties. The provisions of the mediation statute with respect to the termination of mediation only upon written notice are hereby waived.
6. The parties agree that (a) all statements, documents and disclosures made or revealed at the mediation will be treated as settlement discussions under the rules of evidence and will be inadmissible by any person unless offered by the person giving the statement, revealing the document or making the disclosure; and (b) the mediator will not be compelled to give testimony at a deposition or trial, or by other means or at other times, as to a matter learned through the mediation, except to prove the existence or terms of a settlement agreement which is made at or through the mediation session or process.
7. The Mediator's fee of \$450.00 per hour and all other expenses of the mediation will be borne equally by the parties. However, each party will bear the expense of its own counsel, as well as any expenses to prepare for and conduct the mediation.
8. Except as modified herein, the mediation will be conducted under the applicable mediation statute and the following guidelines:

A. The parties will negotiate in good faith and while they may refuse to divulge information, they may not give false information.

B. The parties anticipate that mediation may require a full day, and they have each committed to investing an entire business day in an effort to achieve a successful mediation.

By: _____
Client Name

By: _____
Client Name

By: _____
Client Representative

By: _____
Client Representative

By: _____
Attorney Name

By: _____
Attorney Name

Email: _____
Attorney Email

Email: _____
Attorney Email

James Duffy O'Connor, Mediator