

AGREEMENT TO MEDIATE

This is an agreement between _____ (Party 1) and _____ (Party 2), hereinafter "parties," and _____, hereinafter "mediator," to enter into mediation with the intent of resolving issues related to: _____.

The parties and the mediator understand and agree as follows:

1. **Nature of Mediation** - The parties hereby appoint _____ as mediator for their negotiations. The parties understand that mediation is an agreement-reaching process in which the mediator assists parties to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the parties. The parties understand that the mediator's objective is to facilitate the parties themselves reaching their most constructive and fairest agreement. The parties also understand that the mediator has an obligation to work on behalf of each party equally and that the mediator cannot render individual legal advice to any party and will not render therapy within the mediation.

2. **Scope of Mediation**- The parties understand that it is for the parties, with the mediator's concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.

3. **Mediation Is Voluntary**- All parties here state their good faith intention to complete their mediation by an agreement. It is, however, understood that any party may withdraw from or suspend the mediation at any time, for any reason.

The parties also understand that the mediator may suspend or terminate the mediation if s/he feels that the mediation will lead to an unjust or unreasonable result, if the mediator feels that an impasse has been reached, or if the mediator determines that s/he can no longer effectively perform his/her facilitative role.

4. **Absolute Confidentiality**- It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, written and oral communications, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding. Only a mediated agreement, signed by the parties may be so admissible. The parties further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the mediator as settlement negotiations. The parties understand the mediator has an ethical responsibility to break confidentiality if s/he suspects another person may be in danger of harm.

5. **Full Disclosure**- **Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by**

any other party of the mediation if the mediator determines that the disclosure is relevant to the mediation discussions.

6. **Mediator Impartiality-** The parties understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation or in any court or other proceeding. The parties agree that the mediator may discuss the parties' mediation process with any attorney any party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all parties directly. The mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a party's request. The mediator may communicate separately with an individual mediating party, in which case such "caucus" shall be confidential between the mediator and the individual mediating party unless they agree otherwise.

7. **Litigation-** The parties agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the mediation process.

8. **Mediation Fees-** The fees for Mediation shall cover expenses of the Mediator, Administrative expenses and miscellaneous expenses which shall be determined according to the ADR Centre Rules. The Appointment for mediation shall be taken by the parties and the Centre shall allot accordingly.

The parties shall be jointly and severally liable for the mediator's fees and expenses. As between the parties only, responsibility for mediation fees and expenses shall be

The Payment of the fess shall be timely made as determined the ADR Centre. Failure to make payments, the mediator may, at his/her sole discretion, stop all work on behalf of the parties, including the drafting and/or distribution of the parties' agreement, and withdraw from the mediation. The parties understand that they shall be responsible for two hours of the mediator's time at the above stated rate for any appointment which they do not attend and do not provide at least 24 hours advance notice of the cancellation.

Dated this ____ day of _____, 200_.

Party 1

Party 2