

AGREEMENT TO MEDIATE



THE **Mediation**
mentor®

The parties and the mediator understand and agree as follows:

1. **Nature of Mediation:**

Mediation is a voluntary conflict resolution process in which an impartial mediator provides a safe and confidential environment to assist parties in reaching mutually acceptable agreements in a collaborative and informed manner.

2. **Role of Mediator:**

The parties understand that the mediator is not a fact-finder or decision-maker and must remain impartial throughout the mediation process. Her role is to help the parties identify their individual needs and interests, clarify and understand their differences and find common ground.

The mediator is not acting as an attorney and does not represent any party. Mediation is not a substitute for independent legal advice and the parties are encouraged to consult an attorney regarding their own separate legal needs, rights and obligations.

3. **Confidentiality:**

It is understood between the parties, any observers, and the mediator that the mediation will be strictly confidential. All mediation communications and materials are confidential and not subject to disclosure in any judicial or administrative proceeding, except as noted below. No party will call the mediator to testify in any such proceedings or seek production from the mediator of any written documents prepared or produced during the mediation, without her consent and the agreement of all parties. If either party contravenes this provision, the mediator will move to quash the subpoena or summons and the party in breach will pay all of the mediator's fees and expenses for so doing.

The parties understand that the mediator may have private caucus meetings with individual parties, in which case all such meetings and discussions shall be confidential between the mediator and the individual party, unless otherwise agreed.

The mediator will not disclose confidential information unless a participant makes a genuine threat of serious physical harm, or reports suspected child or elder abuse. The mediator will disclose otherwise confidential information if ordered to do so by judicial authority.

Initial here: _____

With the consent of the parties, the mediator may discuss the mediation process with their attorneys and any advisors or experts retained by the parties.

The exception to the above is that this Agreement to Mediate and any written agreement arising out of mediation, made and signed or approved by the parties, may be used in any relevant proceeding, unless the parties make a written agreement not to do so.

The parties agree that they will not disclose confidential mediation communications to any other person except as follows:

4. Expectations for Parties:

All parties acknowledge that it is their good faith intention to reach an agreement through mediation. It is understood, however, that mediation is voluntary, so that any party may withdraw from or suspend the mediation process at any time, for any reason. The parties also understand that the mediator may suspend or terminate the mediation if she believes that the parties are unable or unwilling to participate effectively in the process, or if she can no longer effectively perform her facilitative role.

All parties also agree to provide complete and accurate information as requested, to listen to the concerns of other parties and to search for fair and workable agreements.

The parties agree there will be no reprisals or retaliation taken against any participant in the mediation based on information learned in the mediation.

Signature _____ Date _____

Signature _____ Date _____

Mediator _____ Date _____