



Finding common ground
through mediation

AGREEMENT TO MEDIATE

This is an agreement between _____ and _____ (herein referred to as the “Parties”) and the Resolution Center as represented by _____ and _____ (herein referred to as the “Mediator/s”).

The Parties have agreed to participate in a voluntary mediation conducted by the Mediator/s.

TERMS AND CONDITIONS:

1. The Parties agree that this mediation is voluntary and that any Party or Mediator may choose to withdraw at any time. Notice of withdrawal (e-mail or telephone) must be communicated to the other persons no later than 24 hours before the next scheduled mediation.
2. The Party who fails to appear at a scheduled mediation session with fewer than 24 hours notice shall be assessed the full cost of a one hour session.
3. The Mediator/s are neutral facilitators who will assist the Parties in reaching their own settlement. The Mediator/s do not make any decisions for the Parties.
4. The Mediator/s **do not** offer legal advice. Each Party is advised to retain his/her own attorney in order to be properly counseled about his/her legal interests, rights and obligations. The Mediator/s do not file any documents or make court appearances.
5. The Parties agree not to subpoena or demand the production of any records, notes, work product or the like of the Mediator/s in any legal or administrative proceeding concerning this dispute. To the extent that the Parties may have a right to demand these documents, that right is hereby waived (the “Waiver”).
6. If either Party attempts to subpoena the Mediator/s despite the Waiver, that Party agrees to reimburse the Mediator/s for any expenses incurred in such an action, including attorneys’ fees, and to compensate the Mediator/s for time spent at the Mediator/s’ then current hourly rate.
7. In order that the Parties can both fully understand the choices they will need to make, the Parties agree that each will fully disclose and provide verification of all relevant information and documents in a timely fashion. Such information shall include but not be limited to financial income, assets, interests and liabilities. The Parties may each use professionals as advisors, but each Party accepts full responsibility for the reasonable accuracy of these figures.
8. The mediation sessions are confidential. The Mediator/s will not reveal anything discussed in the mediation to the Parties’ attorneys or any other individual without the Parties’ consent. The Mediator/s will not contact either Party’s attorney without that Party’s express permission. The Mediator/s shall not, however, be required to participate in any way in the Parties’ current or

future litigation. However, it is understood that the Mediator/s are not required to maintain confidentiality if they have reason to believe that a child is in need of protection or if either Party is in danger of bodily harm.

Mediation via audio and/or video conference: When participating in a mediation session via audio and/or video conference, I agree to the following:

- I agree not to record or permit recording of any part of the mediation process. "Recording" includes audio, video and image (photograph or screenshot) recording.
- I agree that only persons who have signed the "Agreement to Participate in Mediation" may attend, participate or be allowed to listen in on the mediation without the prior consent of all parties. I shall make all reasonable efforts to ensure that no other person has the ability to hear or see any part of the mediation session. Any such interruption during a session will be disclosed to all session participants immediately.

9. When an agreement is reached, the Mediator/s will prepare a Memorandum of Understanding (MOU) outlining the terms to which the Parties have agreed. Each Party may choose to review this Agreement with his/her own attorney. The Mediator/s do not file any documents or make any court appearances.

I have read, understand and agree to all of the terms and conditions of the Agreement To Mediate. I have been given an opportunity to consult with counsel regarding the terms of this agreement before signing.

Party 1 Signature _____ Printed Name _____ Date _____
Party 2 Signature _____ Printed Name _____ Date _____
Mediator Signature _____ Printed Name _____ Date _____
Mediator Signature _____ Printed Name _____ Date _____
Observer Signature _____ Printed Name _____ Date _____