

Mediation Agreement

This is an agreement between _____ and _____ (hereafter referred to as the parties) and _____ (hereafter referred to as the mediator). The parties have entered into mediation with the mediator with the intention of reaching a consensual settlement of their concerns regarding issues related to _____

Representatives of the parties and other persons may attend only with the permission of the parties and with the consent of the mediator. The provisions of this agreement are as follows. The mediator is a neutral facilitator who will assist the parties to reach their own settlement. The mediator will not make decisions about “right” or “wrong” or tell the parties what to do.

2. The mediator does not offer legal advice nor provide legal counsel. Each party is advised to seek her/his own counsel in order to be properly counseled about her/his legal interests, rights and obligations.
3. It is understood that in order for mediation to work, open and honest communications are essential. Accordingly, all written and oral communications, negotiations and statements made in the course of mediation will be treated as privileged settlement discussions and are absolutely confidential. Therefore:
 - a. The mediator will not reveal anything discussed in mediation without the permission of both parties or unless required to do so by law. It is understood that the mediator is not required to maintain confidentiality if either party is in danger of bodily harm or there are allegations of child abuse.
 - b. The parties agree that they will not at any time before, during or after mediation call the mediator as witness or attempt to subpoena any documents produced in this process, in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediator or anyone as witness, that right is hereby waived. The parties also agree that anything said or any admission made in the course of the mediation is not admissible in evidence and disclosure of any such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. Also, unless the document otherwise provides, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or copy thereof, is admissible in evidence, and disclosure of any such document shall not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.
 - c. The parties agree not to subpoena or demand the production of any records, notes, work product or the like of the mediator in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to demand these documents, that right is hereby waived.
 - d. The exception to the above is that this agreement to mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make a written agreement not to do so.
4. It is understood that full disclosure of all relevant and pertinent information is essential to the mediation process. Accordingly, there will be a complete and honest disclosure by each of the parties to the other and the mediator of all-relevant information and documents. This includes providing each other and the mediator with all information and documentation that usually would be available through the discovery process in a legal proceeding. If either party fails to make such full disclosure, then the agreement reached in mediation may be set aside.

5. While both parties intend to continue with mediation until a settlement agreement is reached, it is understood that either or both parties may withdraw from mediation at any time. It is agreed that if one of both of the parties decide to withdraw from mediation, best efforts will be made to discuss this decision in the presence of both parties and the mediator.
6. If the mediator determines that it is not possible to resolve the issues through mediation, the process can be terminated once this has been conveyed to the parties and confirmed in writing.
7. The fact and substance of any settlement of agreement reached in this mediation is not confidential unless the parties make such confidentiality a part of the settlement.
8. The mediator shall not be liable to the parties for any act or omission relating to the mediation.
9. If the parties reach an agreement, the mediator will prepare a memorandum recording their understanding, which may then be submitted to the parties' personal attorneys for incorporation into a formal agreement.
10. Any fees for these mediation services shall be discussed prior to any costs being incurred and shall be paid in advance of each session.

I have read, understand and agree to each of the provisions of the agreement.

Dated:

This day _____, of _____, 20____

Party

Party

Party

Mediator