

AGREEMENT TO MEDIATE AND CONFIDENTIALITY AGREEMENT

We, _____ and _____, by our signature below, hereby voluntarily agree to participate in mediation.

_____ (“mediator”) has explained the process and will provide services to us. We understand and agree to the following guidelines:

1. Good Faith: We agree to enter into this mediation in good faith; that is, we will sincerely attempt to resolve the issues at hand by participating fully and genuinely in the search for fair and workable solutions.
2. Honesty: We agree to be honest and to completely disclose all relevant information and documents concerning this matter to the other party and mediator. This includes all documentation that would be available through the discovery process in a normal legal proceeding. If either party fails to disclose fully, the agreement reached in mediation may be voided.
3. Courtesy: We agree to cooperate with the mediation process by remaining courteous throughout the sessions. We will refrain from personal attacks and angry outbursts, and will respect the opinions, perceptions and feelings of the other parties in mediation.
4. Neutrality of Mediator: We understand that the mediator serves as a neutral third party whose purpose is to promote communication and help the parties reach a mutually satisfying agreement. The mediator will not act as an advocate, attorney or a judge and will not offer legal advice. Nor is the mediator a therapist or counselor. The mediator’s role is that of a neutral facilitator.
5. Independent Advice: We understand that the mediator encourages us to consult with an attorney regarding our legal interests, rights and obligations.
6. Confidentiality: We understand that the mediation process requires open and honest communication in order to succeed.

The mediator will not voluntarily reveal anything discussed in mediation without the permission of both parties. However, the mediator is required to report certain matters, such as incidents of child abuse, abuse of the elderly or incapacitated person, threats of physical violence, or computer crimes, and confidentiality does not extend to these matters.

The parties agree that they will not at any time, during or after the mediation, call the mediator as a witness in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediator as a witness, that right is hereby waived.

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 legal right to demand these documents, that right is hereby waived.

If at a later time, either party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party agrees to reimburse the mediator for whatever expenses the mediator incurs in such an action.

Mediators may disclose some anonymous but otherwise confidential information about the mediation process for programmatic, statistical, evaluative and training purposes.

7. Caucus or Private Meetings: We agree that either party may hold private sessions with the mediator at their or the mediator's request. The parties may specify what will remain confidential from these private sessions. No private meeting will occur without the mutual consent of both parties.
8. Withdrawal from Mediation: We understand that mediation is a voluntary process, and that either party may terminate the mediation at any time. The mediator also reserves the right to withdraw if the mediator determines that the issues cannot be resolved in mediation or that the mediator is unable to provide the services necessary to reach resolution. If either party or the mediator decides to withdraw, we agree to discuss the decision with the other involved parties, and to confirm the termination in writing.

Finally, we agree to be on time, and if a change in appointment time is necessary, to give 24 hours notice to the mediator.

We have read the Agreement to Mediate & Confidentiality Form thoroughly and agree to the terms of the mediation.

Signature

Date

Signature

Date

Mediator

Date

Mediator

Date