

AGREEMENT TO MEDIATE

We, the undersigned parties to this Agreement, on this the ____ day of _____, 2009, hereby agree to employ _____, as a mediator regarding a dispute presently pending in the ____ Circuit/District Court, ____ Division, Civil Action No. _____ under the following terms:

1. The parties, _____ and _____, will be responsible for all mediation services. The administrative fee for this mediation service is \$65.00 per party. The mediator fee will be at the rate of \$215.00 per hour, regardless of the number of parties.

2. During or between mediation sessions and before finalizing an agreement, participants are encouraged to consult with their attorneys regarding their legal rights and obligations. The parties recognize that the mediator is not giving legal advice or legal counsel, or analyzing anyone's legal rights, and accordingly, the participants agree that the mediator does not have a duty to recognize, assert, analyze, or protect any legal right or obligation; nor does the mediator have a duty to make an independent expert analysis of the situation or raise issues not raised by the parties, or to determine that additional necessary parties shall participate in the mediation; and the mediator does not guarantee that the mediation session will result in a settlement.

3. The mediator may hold sessions with only one party. These "caucuses" are designed to improve the mediator's understanding of the participant's position. Information gained through private session is confidential, unless the participant agrees to have it disclosed to the other party.

4. The parties agree to keep confidential the discussions of the parties and other information disclosed in the mediation session. The parties recognize and agree that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute to the extent allowed by law. The parties and their representatives agree they will not subpoena or otherwise require the mediator to testify or produce records, notes or work product in any future proceedings.

5. The parties agree that they will not hold the mediator liable for the results of the mediation, whether or not the dispute is resolved.

6. The parties agree and understand that the mediation process requires good faith efforts to be successful. Each party agrees to exercise good faith in the pursuit of a settlement throughout the mediation process and use their best efforts to attempt to resolve this dispute.

This Agreement is signed on the ____ day of _____, 2009.

(PLAINTIFF NAME)

_____, Esq.
Counsel for Plaintiff

(DEFENDANT NAME)

_____, Esq.
Counsel for Defendant