

AGREEMENT TO MEDIATE
(Short version)

The undersigned parties agree to participate in a mediation for the purpose of resolving a disputed claim. The mediation will be conducted by _____ and the parties hereby agree as follows:

1. The purpose of this mediation is an attempt to settle or resolve the issues that have arisen between the parties. The mediator's role is to act as a neutral party for the purpose of assisting the parties in resolving their dispute. The parties acknowledge that the mediator is not acting as an attorney or advocate for any party. Though the mediator may at times offer opinions, recommendations, or settlement proposals, he/she has no authority to make, or compel the parties to make, any binding decisions or enter into any binding settlement agreement. The parties acknowledge that they will seek and rely on the legal advice of their counsel alone in connection with entering into any settlement or other agreement.
2. The mediation constitutes settlement discussions under the applicable rules of evidence. As such, anything said whatsoever during the course of the mediation, or documents prepared or disclosed in anticipation of the mediation, shall not be admissible in evidence or used for impeachment or other purposes in any later legal proceedings. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or not discoverable as a result of its disclosure or use during the mediation proceedings. If an impasse is declared, settlement offers and final positions of the parties may not be disclosed in any judicial proceedings, including a conciliation before a trial court judge, magistrate or special master, unless consented to by all parties to the dispute. Evidence that the parties have entered into a written settlement agreement during the course of the mediation may be disclosed and is admissible to the extent necessary to enforce the settlement.
3. The parties acknowledge that the mediator shall not be subpoenaed or otherwise compelled to testify in any later legal proceedings of any kind whatsoever, and shall not be required to produce any notes or documents, as to any fact or issue relating to the dispute that was the subject of the mediation proceedings.
4. The parties agree to divide the cost of the mediator's fees and expenses equally or in a manner as determined between the parties. Counsel for the parties guarantee payment of such fees and expenses.

Party's Signature: _____
Date: _____

Party's Signature: _____
Date: _____

Mediator's Signature: _____
Date: _____

