

BRIDGING SOLUTIONS LLC MEDIATION AGREEMENT

Date of Mediation _____

This Agreement to Mediate (“Agreement”) is entered into by and between the undersigned parties and Holly Carbine Bridges, Founder and CEO of Bridging Solutions, LLC Mediation and Legal Support Services.

MEDIATION PROCESS

1.1 Appointment of Mediator

The parties appoint Holly Carbine Bridges to serve as mediator in their dispute.

1.2 Nature of Mediation

Mediation is a process in which the Mediator assists the parties in reaching their settlement. The Mediator does not impose a resolution but helps the parties communicate effectively and explore potential solutions.

1.3 Type of Mediation

This mediation is:

court ordered according to Rule 2 of the Ala. Civ. Ct. Mediation Rules.

voluntary

1.4 Authority to Settle

Each party and/or their counsel represents that they have full authority to settle the dispute. If an insurance company’s approval is required, a representative with full settlement authority must be present or readily accessible. .

1.5 Termination of Mediation

The mediation may be terminated: (a) by the execution of a settlement agreement by the parties; (b) by request of either or both parties; or (c) by the mediator’s declaration that further efforts would not be fruitful. Please refer to section 3.1 of this agreement regarding termination and refunds.

1.6 Appointment of Mediator

The parties appoint Holly Carbine Bridges to serve as mediator in their dispute.

1.7 Private Sessions Known as Caucuses

The Mediator may hold private sessions, known as caucuses, with individual parties.

CONFIDENTIALITY

2.1 Confidentiality of Mediation

All mediation communications are CONFIDENTIAL and INADMISSIBLE in any court or administrative proceeding except as provided in Rule 11 of the Ala. Civ. Ct. Mediation Rules. Specifically:

- (a) A mediator shall not be compelled to testify or produce documents about any matter discussed during the mediation in any civil proceedings, except with the consent of all parties;
- (b) The following are not subject to disclosure nor admissible as evidence:
 - Views expressed or suggestions made by a party about a possible settlement;
 - Admissions made by a party during the mediation;
 - Proposals made or views expressed by the mediator;
 - The fact that a party indicated or failed to indicate a willingness to accept a proposal.

2.2. Exceptions to Confidentiality

The confidentiality provision DOES NOT apply:

- To a communication that is intentionally used to plan, attempt to commit, or commit a crime or conceal ongoing criminal activity;
- To provide information demonstrating professional misconduct files against the mediator or an attorney who participated in the mediation;
- In a proceeding to enforce or rescind a mediation agreement;
- When disclosure is required by law or court order. **Holly Carbine Bridges is a Mandated Reporter and required to notify any and all incidents of ongoing child abuse.**

2.3 Private Sessions Known As Caucuses

Information disclosed in caucuses will not be revealed to other parties without consent.

FEES AND PAYMENT

3.1 Fee Structure

The Mediator's fee is \$200.00 per hour with a four (4) hour minimum, totaling \$800.00 dollars. The parties split the fee and/or as according to the court order, or as voluntary parties and will be responsible for the fee upon arrival to the mediation. (no checks accepted) There will be NO REFUNDS of money in case of termination of the mediation beyond the first hour of the scheduled mediation time.

If termination occurs within the first hour, only half will be refunded at that time.
Other arrangements are at the discretion of Holly Carbine Bridges.

3.2 Additional Fees

If the mediation extends beyond four hours, the parties agree to pay for the additional time at the rate of \$200.00 per hour, divided equally between the parties unless otherwise agreed. Such additional fees are due within ten (10) business days following the mediation, whether a settlement was reached or not. (no checks accepted)

3.3 Cancellation Policy

The prepayment is non-refundable if the mediation is cancelled with less than two (2) days or within 48 hours of the scheduled mediation time.

MEDIATOR CONDUCT AND LIMITATIONS

4.1 Mediator Standards

The Mediator will comply with the Ala. Code of Ethics for Mediators and the Ala. Civ. Ct Mediation Rules.

4.2 Impartiality

The Mediator is impartial and neutral. The Mediator has no prior or current relationship with any party that might create a conflict of interest or affect impartiality. Any potential relationships or conflict has been disclosed to the parties and their representatives.

4.3 Limitation of Liability

The parties agree that the Mediator shall have the same immunity as judges in the State of Alabama, as provided in Rule 14 of the Ala Civ Ct. Mediation Rules. The parties agree not to call the Mediator as a witness or expert in any proceeding relating to:

- the mediation;
- the dispute being mediated;
- any outcome of the mediation

4.4 No Legal Advice

The Mediator does not provide legal advice to any party. Each represented party acknowledges that they are relying solely upon legal advice from their attorney. If a party or parties are self-representing, retaining an attorney may be suggested by the Mediator if warranted.

PARTIES OBLIGATIONS

5.1 Good Faith Participation

Following Rule 8(a) of the Alad Civ Ct. Mediation Rules, all parties agree to participate in good faith, which includes:

- (1) Being prepared to discuss all aspects of the dispute;
- (2) Being prepared to listen to opposing viewpoints;
- (3) Being willing to explore potential solutions;
- (4) Refraining from actions intended to undermine the mediation process.

5.2 Disclosure

Each party agrees to fully disclose all information documents relevant to the issues being mediated to the extent requested by the Mediator and necessary for settlement.

By signing below, each party acknowledges they have read, understand, and agree to this Agreement to Mediate.

PARTY: _____ DATE: _____

ATTORNEY: _____ DATE: _____

PARTY: _____ DATE: _____

ATTORNEY: _____ DATE: _____