

MEDIATION SERVICES AGREEMENT

Date of Mediation: _____ Location: _____

Mediation Services Agreement (“Agreement”) is entered into by and between the undersigned parties (“Parties”) and Holly Carbine Bridges, JD, Owner and Operator of Bridging Solutions, LLC (“Mediator”).

MEDIATION SERVICES

1.1 Appointment of Mediator

The Parties appoint Holly Carbine Bridges to serve as Mediator in the dispute identified above.

1.2 Nature of Mediation

Mediation is a confidential dispute-resolution process in which the Mediator assists the Parties in exploring settlement and mutually acceptable resolution options. The Mediator does not impose a decision or provide legal representation to either Party.

1.3 Type of Mediation

This mediation is:

- ☐ Court-Ordered Pursuant 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 possess full authority to negotiate and settle the dispute. If approval from an insurance carrier or other entity is required, a representative with full settlement authority shall be available during mediation.

1.5 Termination of Mediation

The mediation may be terminated:

- By execution of a written settlement agreement
- By agreement or request of the Parties
- By declaration of the Mediator that further mediation efforts would not likely result in resolution

1.6 Private Sessions Known as Caucuses

The Mediator may conduct private sessions (“caucuses”) with individual parties during the mediation process.

CONFIDENTIALITY

2.1 Confidentiality of Mediation

All mediation communications shall be confidential and governed by Rule 11 of the Alabama Civil Court 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 shall not be subject to disclosure or admissible in any civil proceeding except as otherwise permitted by law:
 - 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;
 - A party's willingness or unwillingness to accept settlement proposals

The Mediator shall not be compelled to testify or produce documents concerning matters discussed during mediation except as permitted under Alabama law.

Information disclosed during caucuses shall remain confidential unless authorized for disclosure by the communicating Party.

2.2 Exceptions to Confidentiality

Confidentiality shall 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.**

FEES & PAYMENT

3.1 Fee Structure

The Mediator's fee shall be \$200.00 per hour with a four (4) hour minimum, totaling \$800.00. Unless otherwise ordered by the Court, mediation fees shall be divided equally between the Parties. See Section 3.3 regarding additional time beyond the initial four-hour minimum.

Payment is due prior to or at the commencement of mediation unless otherwise agreed in writing.

3.2 Exceptions To Fees

Any modification, waiver, reduction, or adjustment of mediation fees shall be solely at the discretion of the Mediator and must be confirmed in writing by the Parties and the Mediator.

In court-ordered mediations, any fee allocation, payment terms, or mediation requirements specifically ordered by the Court shall control in the event of conflict with this Agreement.

3.3 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.

3.4 Cancellation Policy

Mediation fees are non-refundable for cancellations occurring within forty-eight (48) hours of the scheduled mediation unless otherwise agreed by the Mediator.

3.5 Termination of Mediation & Refunds

If mediation is terminated within the first scheduled hour of mediation, the Mediator MAY, at her discretion, issue a partial refund of mediation fees.

No refunds shall be issued for mediation terminated after the first scheduled hour unless otherwise agreed in writing by the Mediator.

MEDIATOR CONDUCT & LIMITATIONS

4.1 Mediator Standards

The Mediator shall comply with the Alabama Code of Ethics for Mediators and the Alabama Civil Court Mediation Rules.

4.2 Impartiality

The Mediator serves as a neutral facilitator and does not represent either Party in the dispute. The Mediator shall remain impartial and shall disclose any known circumstance that could reasonably raise a question concerning impartiality or conflict of interest.

4.3 No Legal Advice

The Parties acknowledge that the Mediator does not provide legal advice. Parties are encouraged to consult with independent legal counsel concerning their legal rights and obligations.

4.4 Limitation of Liability

Pursuant to Rule 14 of the Alabama Civil Court Mediation Rules, the Mediator shall have the

same immunity afforded to judges acting in a judicial capacity. The Parties agree not to subpoena or otherwise require the Mediator to testify or produce records concerning the mediation or dispute.

PARTY OBLIGATIONS

5.1 Good Faith Participation

The Parties agree to participate in mediation in good faith consistent with Rule 8(a) of the Alabama Civil Court Mediation Rules, including:

- Being prepared to discuss the dispute
- Listening respectfully to opposing viewpoints
- Exploring reasonable settlement options
- Refraining from conduct intended to disrupt the mediation process

The Parties acknowledge that all settlement decisions are voluntary and made solely by the Parties themselves.

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.

ACKNOWLEDGMENT & SIGNATURES

By signing below, the Parties acknowledge that they have read, understand, and agree to the terms of this Agreement.

TOTAL AGREED SERVICE FEES: \$ _____

PAYMENT METHOD:

☐ Cash

☐ Electronic - Bridging Solutions website

☐ Credit/Debit Card # _____ Exp. Date _____ Code _____

☐ Venmo Name _____

☐ PayPal Name _____

SIGNATURES

PARTY: _____

DATE: _____

SIGNATURE: _____

REPRESENTED BY: _____

DATE: _____

SIGNATURE: _____

PARTY: _____

DATE: _____

SIGNATURE: _____

REPRESENTED BY: _____

DATE: _____

SIGNATURE: _____

MEDIATOR: Holly Carbine Bridges, JD

DATE: _____

SIGNATURE: _____