



Agreement to Mediate

This is an agreement between

And

_____ (the "participants")

And **Megan Paterson**, (the "mediator") to enter into a mediation with the intention of resolving issues related to:

on the following terms:

1. **The Schedule:** The mediation will take place at: 4574 Elizabeth St, Port Alberni, BC
on _____
between _____ p.m. and _____ p.m. or, if required, such later time as all participants may agree to.
2. **The Scope:** The scope of the mediation will be all issues submitted by the participants, with the concurrence of the mediator for the purpose of the mediation.
3. **The Mediator:** The participants appoint Megan Paterson as mediator. She will act as an impartial facilitator, assisting participants to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the participants. If the mediator expresses an opinion or comments on an issue, that the opinion or comment is not to be construed as a statement of the law or legal advice.
4. **Negotiating in Good Faith:** We, _____ and _____, agree to negotiate in good faith. We understand that participation is voluntary, and we have chosen mediation with the common goal of resolving the aforementioned issue(s). Full disclosure of relevant documentation and information is essential to the process. Each of us has full authority to determine and settle all issues in the mediation. The mediator will make all attempts to the point of undue hardship to accommodate the full participation of all parties. The mediator may meet or communicate with either party separately at any time. The mediator may disclose information or documents provided during a caucus to the other party unless asked not to disclose.
5. **Termination of Mediation:** At any time, either participant may choose to limit, suspend or terminate this mediation. If either participant wishes to terminate the mediation before it is concluded, that participant will notify the mediator and, in private, discuss with her their reasons for wanting to end the mediation. The participants also understand that the Mediator may suspend or terminate the mediation if she feels that the mediation will lead



to an unjust or unreasonable result, if the Mediator feels that an impasse has been reached, or if the mediator determines that she can no longer effectively perform her facilitative role.

6. **Confidentiality:** Mediation is a confidential process and all parties (participants and mediator) will treat all communications as such, subject to any agreement we may reach relating to specific information or matters to be communicated to others. Participants understand that the mediator does have an ethical obligation to break confidentiality if she suspects a party or another person may be in danger of physical harm.
7. **Online Mediating Sessions:** See Addendum.
8. **Reporting:** At the conclusion of the mediation, the mediator will report to
[] the court,
[] the sponsoring organisation, or
[] no one that the mediation has been completed and that either (1) the dispute has been fully settled and the matter is now closed or (2) the dispute has not been settled. The parties agree to abide by all written agreements that result from the mediation once signed. Any draft Memorandum of Understanding – “Report of Mediation”-- provided by the mediator should be independently reviewed by the parties’ legal counsel.
9. **Without Prejudice:** Except for any legally binding agreement resulting from the mediation all oral and written communications in this mediation process shall be “without prejudice” and as such inadmissible to any subsequent legal or administrative proceeding:
 - a. Statements made and information provided in the mediation session or in the pre-mediation exchanges, and which are not otherwise producible, are not required to be disclosed and are not admissible into evidence.
 - b. The mediator may not give evidence, or be summoned or called to give evidence, or be required to produce any notes or records relating to the mediation.
10. **Fees:** The parties agree that the mediator’s fees, in accordance with the attached fee schedule will be shared equally between them. Or as otherwise stated below:

The undersigned parties understand and acknowledge the above.

Dated: _____

MEGAN PATERSON

