

General Rules for Mediation

1. Definition of Mediation. Mediation is a process during which an impartial, neutral person, the Mediator, facilitates communication between the parties in a dispute to assist reconciliation, settlement or understanding among them. The Mediator may suggest ways of resolving the dispute, but may not impose his or her own judgment on the issues for that of the parties.
2. Agreement of the Parties. The parties involved in the mediation of the dispute agree to these Rules by their signatures. (Parties will be asked to sign prior to the mediation session.)
3. Consent to the Mediator. The parties consent to the appointment of the individual named as Mediator in their case. The Mediator may not, and will not, act as an advocate for any party to the mediation.
4. Conditions Precedent to Serving as Mediator. The Mediator shall not serve as Mediator in any dispute in which he or she has any financial or personal interest in the result of mediation. Prior to accepting an appointment, the Mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. In the event that the parties disagree as to whether the Mediator shall serve, the Mediator shall not serve.
5. Authority of the Mediator. The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties to achieve settlement. If necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expense of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.
6. Commitment to Participate in Good Faith. While no one is asked to commit to settle his/her case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle, if at all possible.
7. Parties Responsible for Negotiating Their Own Settlement. The parties understand that the Mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The Mediator does not warrant or represent that settlement will result from the mediation process. If a party is not represented by counsel, he/she understands that the Mediator cannot offer or provide legal advice.
8. Authority of Representatives. Each party representative agrees that he or she has authority to settle the dispute involved in the mediation and that all persons necessary to the decision to settle shall be present at the mediation. The names and addresses of such persons shall be communicated in writing to all parties and the Mediator.

9. Time and Place of Mediation. The Mediator shall coordinate or fix the time of each mediation session. The mediation shall be held at the office of the Mediator or at any other convenient location agreeable to the Mediator and the parties, as the Mediator shall determine, which may include an online mediation forum, such as Zoom teleconference.
10. Identification of Matters in Dispute. Prior to the first scheduled mediation session, each party shall use his or her best efforts to provide the Mediator with a Mediation Memorandum, setting forth its position with regard to the issues that need to be resolved. Such Mediation Memorandum shall be kept confidential.

At or before the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issues presented. The Mediator may require any party to supplement such information.

11. Privacy. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.
12. Confidentiality. Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the Mediator. All records, reports or other documents received by a Mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to produce or divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorneys' fees, incurred in opposing the efforts to request or compel testimony or records from the Mediator.

The parties shall maintain confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding: a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

13. No Stenographic, Audio, Video Tape or Other Electronic Recording. There shall be no stenographic, tape recording, video recording or other electronic recording of any portion of the mediation session.
14. No Non-Parties in Attendance. No person who is not a party to the suit shall attend mediation, unless the parties agree in writing in advance of mediation that such non-party may attend. The parties shall provide a copy of the written agreement to the Mediator in advance of Mediation. The Mediator reserves the right to allow or disallow the participation of any non-party in mediation, and may terminate a non-party's participation in mediation at the Mediator's discretion at any time.

15. No Service of Process at or Near the Site of the Mediation Session. No subpoenas, summons, complaints, citations, writs or other process may be served upon any person at or near the site of any mediation session or upon any person entering, attending, or leaving the session.
16. Termination of Mediation. The mediation shall be concluded: a) by the execution of a settlement agreement by the parties; b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or c) by a written or verbal declaration of a party or parties to the effect that the mediation proceedings are terminated.
17. Cancellation of Mediation. No party or attorney shall be permitted to unilaterally cancel mediation once it has been agreed upon and scheduled. Mediation may be canceled or rescheduled by agreement of the parties and/or their respective attorneys. In the absence of mutual agreement for cancellation or rescheduling, the Mediation session shall take place as scheduled, unless Court involvement becomes necessary. If mediation is canceled or rescheduled less than three (3) business days prior to the scheduled mediation session, the Mediator reserves the right to charge a cancellation fee of one-half (1/2) the cost of mediation to each party, regardless of which party cancels the scheduled mediation session.
18. Exclusion of Mediator. The Mediator is not a necessary or proper party in judicial proceedings relating to mediation.
19. Interpretation and Application of Rules. The Mediator shall interpret and apply these rules.
20. Fees and Expenses. The Mediator's fee, if agreed upon prior to mediation, shall be paid in advance of each mediation day. If applicable, the expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including fees and expenses of the Mediator, and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the parties unless they agree otherwise.
21. Party to Rely on Own Counsel. If the mediation is concluded by a settlement agreement, the parties are advised to have the agreement independently reviewed by their own attorneys and counsel before executing the agreement in final form. The parties understand and agree that the Mediator is not acting as an advocate for any party and each party states they have not relied upon legal advice or counsel from the Mediator in entering into the settlement agreement.
22. Weapons and Firearms Ban. The possession of weapons and firearms is prohibited on the premises of the location where mediations and related meetings are conducted.