

MEDIATION AGREEMENT

This Agreement is made on _____ between _____ of _____, _____, _____ and _____ of _____, _____, _____, _____, together called the "Parties."

WHEREAS, the business relationship between the Parties commenced _____ as defined in the original business contract, namely _____, which is attached and incorporated herein;

AND WHEREAS the Parties herein recognize disputes and differences may arise between the Parties;

AND WHEREAS the Parties agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise;

AND WHEREAS the Parties recognize that litigation in court can be time consuming and expensive;

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

I. DUTIES OF THE MEDIATOR

The Parties hereto agree to refer the following matters and responsibilities to the Mediator:

- i. The Mediator shall conduct the mediation based on the principle of party self-determination, in which the Parties come to a voluntary, uncoerced decision where each party makes free and informed choices.
- ii. The Mediator shall conduct any necessary separate or ex parte meetings and other communications with parties or representatives, before, during, and after any scheduled mediation conference.
- iii. The Parties should exchange all documents pertinent to the relief requested. The Mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the Mediator in a separate communication.
- iv. The Mediator does not have the authority to issue a settlement, but will help facilitate a satisfactory resolution of the dispute.
- v. The Mediator will not make decisions for a Party or act as an arbitrator.
- vi. Should a complete settlement of some or all issues not be achieved, the Mediator may continue to communicate with the Parties following the mediation conference.
- vii. The Mediator is not a legal representative of any party.
- viii. The Mediator shall set the date, time, and place for each session of the mediation conference and the Parties shall respond in a timely manner.

The Mediator shall direct the Parties to file statements of their respective claims, legal submissions and reliefs claimed. Each party will file statements of defense in reply to the statements of claims of others. The Mediator shall allow the Parties to produce documents in support of their claims.

The Mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).

Mediation sessions and related mediation communications are private proceedings. 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.

II. TERMINATION

The mediation shall be terminated:

- i. By the execution of a settlement agreement by the Parties; or
- ii. By a written or verbal declaration of the Mediator to the effect that further efforts at mediation would not contribute to a resolution of the Parties' dispute; or
- iii. By a written or verbal declaration of all Parties to the effect that the mediation proceedings are terminated; or
- iv. When there has been no communication between the Mediator and any party or party's representative for 21 days following the conclusion of the mediation conference.

III. COSTS AND EXPENSES

Each Party will pay its own costs and expense of the mediation unless the Parties agree otherwise. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.

IV. PRIVILEGED INFORMATION

The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.

By: _____

Date: _____

_____, its _____

By: _____

Date: _____

_____, its _____